

THE CITY OF NORFOLK



To the Honorable Council
City of Norfolk, Virginia

February 22, 2022

From: George M. Homewood
Director of Planning

Subject: Conditional Use Permit - Catch By
the River

Reviewed:

Ward/Superward: 2/6

Patrick Roberts, Deputy City
Manager

Approved:

Dr. Larry H. Filer II, City Manager

Item Number: R-3

A. Planning Commission Recommendation:

By a vote of **5 to 2**, the Planning Commission recommends **Denial**. The vote to deny was based on concerns regarding the proximity of residential uses and the lack of parking and potential noise. In addition, there were concerns regarding the operating history of the applicant.

B. Request: Allow Catch by the River to operate a restaurant until 2:00 a.m.

C. Applicant: Catch by the River

D. Description:

- This site is located on the east side of Granby Street and directly abuts residential to the rear.
- Unlike the establishments on the west side of Granby Street that have ample on-site parking, this site has no on-site parking.
 - The applicant has secured a lease for 7 parking spaces on a lot abutting this site to the south for a restaurant with over 200 patrons.
- Initially the applicant proposed to operate a Nightclub at this location.
- The applicant's history in operating a Nightclub at another location in Norfolk, detailed in the attached staff report to the Planning Commission, drew concern from staff and the community and resulted in the applicant changing the request from a Nightclub (eliminating disc jockey and all entertainment) to a restaurant open until 2:00 a.m.

- As the community continued to express concern about the late -night hours, the applicant further amended the request to operate as a restaurant from 11:00 a.m. until 12:00 midnight without entertainment and in six months **automatically** graduate to 1:00 a.m. then in another six months **automatically** graduate to 2:00 a.m.
- While the Zoning Ordinance affords opportunities to reduce parking for older buildings constructed without parking, the reality of a 200-patron restaurant having only 7 parking spaces is that on-street parking in the residential community to the rear of the site will likely be used. This presents compatibility concerns for late-night hours.

E. Historic Resources Impacts:

The property is a contributing structure in the Cruiser Place National and Federal Historic District.

F. Public Schools Impacts:

N/A

Staff contact: Susan Pollock at (757) 664-4765, susan.pollock@norfolk.gov

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated January 27, 2022, with attachments
- Ordinance

Proponents and Opponents

Proponent

Applicant
Candice and Sherrell Anderson
1211 Alder Court
Chesapeake, VA 23320

Opponent

Michael Langston
President, Colonial Place Riverview
4313 Pennsylvania Avenue
Norfolk, VA 23508

Timothy Howlett
241 E. 41st Street
Norfolk, VA 23508

John Childers
Riverview Business Association
4019 Granby Street
Norfolk, VA 23508

Laura Burn
715 Carolina Avenue
Norfolk, VA 23508

Bobby Howlett
327 Duke Street
Norfolk, VA 23510

Nancy Ware
4122 Granby Street
Norfolk, VA 23508

Supporting Material:

- Ordinance Exhibit A (PDF)
- Ordinance Exhibit B (PDF)
- Ordinance Exhibit C (PDF)
- Conditional Use Permit Review Standards (PDF)
- Overview Map(PDF)
- Location Map (PDF)
- Zoning Map (PDF)
- ABC Map - 1 mile buffer (PDF)
- Application (PDF)
- Revised Hours of Operation request from applicant (PDF)

- Parking lease (PDF)
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- Email to the Civic League from Civic League (PDF)
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- Ltr of opposition from RBA (MSG)
- Living Room Calls for Service (PDF)
- Living Room Case Submittal (PDF)
- Police report shooting incident (PDF)



City Planning Commission Public Hearing: January 27, 2022

Executive Secretary: George M. Homewood, FAICP, CFM

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Staff Planner: Susan Pollock

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Staff Report		Item No. 4	
Address		4124 Granby Street	
Applicant		Catch By the River	
Request		Conditional Use Permit	Restaurant with Extended Hours of Operation
Zoning		C-C (Community Commercial), PCO -Riverview (Riverview Pedestrian Commercial Overlay)	
Neighborhood		Colonial Place / Riverview	
Surrounding Area		North	C-C, PCO - Riverview: Superior Tires
		East	SF-T (Single Family Traditional), CPRV-NPO (Colonial Place/Riverview Neighborhood Protection Overlay): Apartment building
		South	C-C, PCO - Riverview: Office building
		West	C-C, PCO - Riverview: MJ’s Tavern, Future mixed-use building
Staff Recommendation		Approval with earlier closing hours than requested by applicant	



A. Executive Summary

- The site is located on the southeast corner of 41st Street and Granby Street in the Colonial Place/Riverview neighborhood.
- The purpose of the request is to allow a restaurant operating with extended hours of operation.
- The amended request by the applicant is to operate from “11:00 a.m. until 12:00 midnight without entertainment and in six months **automatically** graduate to 1:00 a.m. then in another six months graduate to 2:00 a.m. “
- Instead, staff recommends the establishment close at 12:00 midnight similar to other establishments in the Riverview Corridor and that the applicant be required to return in the future to request amending their hours of operation based on the track record the applicant has built operating at this location.

B. Plan Consistency

The proposed use is consistent with the *plaNorfolk2030* Future Land Use Map which designates this site as Commercial.

C. Zoning Analysis

i. Request

- Initially the applicant proposed to operate a Nightclub at this location.
- The applicant’s history in operating a Nightclub at another location in Norfolk drew concern from staff and the community and resulted in the applicant changing the request from a Nightclub (eliminating disc jockey and all entertainment) to a restaurant open until 2:00 a.m.

- The additionally amended request by the applicant is to operate from 11:00 a.m. until 12:00 midnight without entertainment and in six months **automatically** graduate to 1:00 a.m. then in another six months **automatically** graduate to 2:00 a.m.
- While staff supports a graduated approach for businesses such as this, we do not believe that it should be achieved “automatically.” Instead, any permission to allow later hours of operation than similar establishments in the Riverview Corridor ought to be predicated on an applicant having demonstrated success at this location. This necessitates review and analysis of the operations to date to determine what the next appropriate step may be, a review that can only be conducted through the existing process of Planning Commission recommendation and City Council action. Thus, the established mechanism in Norfolk for considering and, when appropriate, granting approval for later hours is to require the applicant to request an amendment of their CUP if they so desire.

ii. History

- In 2019, a Conditional Use Permit was granted to The Living Room at 700 N. Military Highway and, as always for CUPs related to alcohol, was tied to the owners/managers stated in the application.
- Shortly after approval of the CUP for the Living Room, there was a change in management from those who were listed on the application to a new operator, the same individuals who are the applicants for Catch by the River. The new operators began managing and operating The Living Room; as it was a change in owners/managers, they were notified that as new owner/managers, they needed a new CUP.
- The applicants did not apply for the required CUP.
- Below is a list of calls to the Police while the applicants operated the facility located on N. Military Highway:
 - 10/6/19 @ 0113 hours – Disorderly Disturbance [Caller requested officer respond because the previous night there was an issue with Bloods v. Crips Gangs]
 - 11/3/19 @ 2135 hours – Suspicious Situation [Caller alleged someone tried to stab him]
 - 11/4/19 @ 0117 hours – Person with a Weapon [Commotion heard in the background of call]
 - 2nd caller @ 0119 hours – Person with a Weapon [40-50 people outside; guns]
 - 11/10/19 @ 2100 hours – Suspicious Situation [Over capacity; caller said no room to move]
 - 12/9/19 @ 0142 hours – Assault in Progress [Active fight]
 - 12/16/19 @ 0115 hours – Person with a Weapon [Subjects armed with an AK & pepper spray; shooting heard outside; small fight in the parking lot]
 - 12/23/19 @ 0141 hours – Shots Fired [Male discharged a firearm in the air]
 - 1/27/20 @ 0145 hours – Suspicious Situation
 - 2/27/20 @ 0140 hours – EMS Assist [Caller said, “My homeboy’s leg broke”]
 - 3/14/20 @ 0232 hours – Suspicious Situation [People fighting with guns]
 - 2nd caller @ 0255 hours – [Victim of fight]
 - 3/15/20 @ 0013 hours – Gunshot Disturbance [Gunshots heard in the parking lot]
 - 3/16/20 @ 0110 hours – Crowd [Caller charged \$50 to get in and couldn’t move once inside the club]

- 5/15/20 @ 2049 hours – Assault in Progress [4-5 people fighting; club is over-capacity]
- 5/23/20 @ 2123 hours – Executive Order Violation [Too many people inside the location]
- 6/7/20 @ 2342 hours – Executive Order Violation [Fire Marshall responded to the location]
- 6/15/20 @ 0118 hours – Crowd [Large crowd and someone was hit in the head with a bottle]
- 6/21/20 @ 2352 hours – Disorderly Disturbance [Large number of people; no social distancing or wearing masks]
- 6/29/20 @ 0019 hours – Disorderly Disturbance [People arguing, and someone pulled a gun; shots fired]
- 9/19/20 @ 0115 hours – Disorderly Disturbance [Caller said over 1000 people in the club; can't get out of the parking lot to leave; fight inside of location; people with guns]
- 9/21/20 @ 0126 hours – Disorderly Disturbance [10 people outside littering and refusing to leave]
- 10/1/20 @ 0036 hours – Assault in Progress [People fighting; heard multiple gunshots]
- 10/4/20 @ 2106 hours – Disorderly Disturbance [Person detained by NPD]
- 10/5/20 @ 0058 hours – Criminal Enforcement [Report of assault occurred at the location; small group went to Wawa]
- 10/22/20 @ 0136 hours – Criminal Enforcement initiated by NPD
- 10/23/20 @ 2245 hours – Criminal Enforcement initiated by NPD
- 10/26/20 @ 0143 hours – Shots Fired [Multiple shots coming from the location and different guns heard; a lot of people in the parking lot; vehicle struck by bullet]
- 11/9/20 @ 0129 hours – Criminal Enforcement initiated by NPD
- 11/15/20 @ 2306 hours – Crowd [Owner, Sharell Anderson, requested NPD assistance due to large crowd]
- 11/16/20 @ At 12:42am, the victim of the homicide was dropped off at Sentara Norfolk General Hospital by an acquaintance. The driver/acquaintance later advised police that after leaving the Living Room and once on the interstate, the shooting occurred between the victim and the other patron from the club.
- Subsequently the Economic Development Authority of The City of Norfolk purchased the property and terminated the lease with the original holder of the CUP.
- At the proposed location, the applicant was issued a Stop Work Order for doing work in the building without the necessary building permits on October 13, 2021

iii. Riverview Restaurant Analysis

- Any restaurant located in the Traditional Character District proposing to operate beyond 11:00 p.m. must obtain a CUP for extended hours of operation.
- The following restaurants in close proximity to the subject site were approved by Zoning Certificate or Conditional Use Permit:

Establishment	Closing Hours	Entertainment	On-Site Parking
West side of Granby			

Mi Hogar	11:00 p.m.	Yes	Yes
Blanca	11:00 p.m.	No	Yes
MJ's	2:00 a.m.	Yes	Yes
East Side of Granby			
Crackers	2:00 a.m. Actual closing hour is 12:00 midnight	No	Yes
Taj (closed)	12:00 midnight	No	Yes
Clementine's (closed)	12:00 midnight	No	Yes

- Upon review of other permissions granted in the Riverview Corridor for restaurants, only two have been allowed to operate until 2:00 a.m.
 - One is on the west side of Granby Street (MJ's), without residential exposure, and the other establishment's actual operating hours are only until 12:00 midnight (Crackers).
 - Both of these establishments have on-site parking to accommodate their patrons.

iv. Performance Standards

Standards Applicable to All Eating and Drinking Uses - The Eating and Drinking Uses category is one of five use categories found under the Commercial Uses classification. The principal use types in this category address the range of uses that involve the consumption of food and beverages, including alcohol.

- Where a Conditional Use Permit is not already required for an individual Eating and Drinking use, a Conditional Use Permit for live entertainment shall be obtained for any performance area or entertainment provided, other than pre-recorded background music or up to three musicians playing unamplified instruments as accompaniment to dining.
- No alcoholic beverages shall be sold for on-premises or off-premises consumption without the proper approvals from the Alcoholic Beverage Control Board. The sale of alcoholic beverages shall be limited to the times approved by the ABC Board.
- Waste shall be stored in appropriate containers not visible from the public right-of-way or from any area accessible to the public.
- All exterior areas shall be maintained in a clean and orderly fashion.
- All ground level and rooftop mechanical equipment shall be fully screened from view from public streets and from ground level locations within adjacent Residential districts.

Restaurant

- An establishment whose function is the preparation and selling of unpackaged food and beverages, including alcoholic beverages, to the customer in a ready-to-consume state, where the customer consumes these foods and beverages while seated at tables or counters primarily located within a building. The principal method of operation includes one or both of the following

characteristics: (1) customers are normally provided with an individual menu and served their food and beverages by an employee of the restaurant at the same table or counter where the items are consumed; or (2) a cafeteria-type operation where food and beverages generally are consumed within the building. A restaurant shall not provide entertainment but may play pre-recorded background music.

- A Conditional Use Permit is required in the Traditional character districts, for establishments operating between the hours of 11:00 p.m. and 2:00 a.m.
- A food menu shall be provided at all times that alcohol is sold.

v. Development Standards

a) Parking:

- Under the PCO Riverview Overlay, an eating establishment is required to provide one off street parking space per 200 square feet of dining area.
- The dining space is approximately 3,617 square feet requiring 18 parking spaces.
- To encourage the re-use of older, pre-existing buildings, a use operating or proposed to operate in such a building shall be considered to have one parking space for each 300 square feet of gross area inside the building and as such, the site is vested for 18 spaces.
- Although the *Zoning Ordinance* would not require any parking, the applicant has a five-year lease with the property abutting the site to the south (4016 Granby Street) for seven parking spaces.
- The reality is that a business with an occupancy approaching 250 patrons and staff will consume far more than 7 parking spaces which means that on-street parking in the general area will be used. The applicant intends to address at least some of this parking deficiency by providing a valet parking service for patrons.
- The lack of actual on-premises parking poses a significant problem for late night establishments as it raises both safety concerns and neighborhood compatibility issues that may not be able to be addressed by a valet parking service.

b) Signage:

The site will be required to comply with the sign standards set forth in the PCO-Riverview Overlay.

iv. Flood Zone

The site's building is in the X flood zone which is a low-risk flood zone.

D. Mobility Analysis

- The sidewalks along Granby Street and Connecticut Avenue are part of a greater neighborhood network.
- There is an HRT transit stop along Granby Street within a quarter mile of the site.

E. Historic Resources Impacts

The property is a contributing structure in the Cruiser Place National and Federal Historic District.

F. Public Schools Impacts

N/A

G. Payment of Taxes

The applicant is current on all taxes.

H. Civic League

- The applicant met with the Colonial Place/Riverview Civic League on October 11.
- An email of opposition was received from the Colonial Place/Riverview Civic League on December 13, 2021.
- The applicant met with the Riverview Business Association and an email of support was received on November 29, 2021.

I. Communication Outreach/Notification

- Letters were mailed to all property owners within 300 feet of the property on January 12.
- Legal notification was placed in *The Virginian-Pilot* on January 13 and 20.

J. Recommendation

- As stated above, the current amended request by the applicant is to operate from 11:00 a.m. until 12:00 midnight without entertainment and in six months **automatically** graduate to 1:00 a.m. then in another six months, again automatically, graduate to 2:00 a.m.
- It is not possible to provide such automatic increases in a way that includes a review of the applicant's operation of the establishment to date prior to granting the increase in hours nor would the community have any input, for example in how successful the valet parking is at ameliorating the on-street parking occurring along the residential streets to the east.
- Upon review of other permissions granted in the Riverview Corridor for restaurants, only two have been allowed to operate until 2:00 a.m. and both have sufficient off-street parking on site to serve their patrons.
 - The only establishment on the east side of Granby (Crackers) has far less residential exposure than the subject site and for many years, the actual operating hours are only until 12:00 midnight.
 - MJ's Tavern is the other establishment with authorization to operate until 2:00 a.m. and has been held up as an example of what the applicant hopes to achieve. While in the Riverview corridor, it is not the same or comparable. MJ's Tavern is on the opposite side of the street from the subject parcel and has no residential exposure in addition to providing ample on-site parking for customers.
 - Thus, it appears that the established pattern is closing at or before 12:00 midnight; this is especially true on the east side of Granby where the subject site is located and for which there is substantial residential exposure.
- The applicant's history demonstrates an inability to safely operate/manage a late-night establishment in accordance with the established rules and regulations. Although the *Zoning Ordinance* essentially exempts the site from requiring parking,

the Riverview residential neighborhood abuts the site directly to the east and the lack of on-site parking may have a negative impact on the community, particularly during the later hours of operation. The other option for patrons not choosing to avail themselves of the valet parking plan will be to park on the west side of Granby in the relatively abundant off-street lots located there which then raises serious safety concerns for pedestrian crossings of Granby Street in this area, particularly late at night.

Given both the management experiential factors and the physical concerns related to parking, Staff cannot recommend that the current request by the applicant allowing automatic extension of hours until 2:00 a.m. within a year be approved. Instead, Staff recommends that the applicant be granted a Conditional Use Permit allowing the restaurant to operate until 12:00 midnight similar to other establishments along this corridor for a period of 18 months with the opportunity to apply any time after 12 months to add later hours. This would serve as a much-needed probationary period for the applicant to demonstrate the ability to operate an establishment safely and within the confines of City rules and regulations and would also allow for both market acceptance and neighborhood understanding as well as proving whether or not the parking plans allow for safe and harmonious operations. After 12-18 months have elapsed with success in operating without late night hours, in all likelihood an application for later hours would be more favorably received.

Accordingly, Staff recommends that the application be approved subject to the following conditions: (Please note that should the Commission wish to grant the CUP in the manner requested by the applicant, Condition (a) would be amended to reflect the automatic increase in hours to 1:00 a.m. at 6 months and to 2:00 a.m. at 12 months.)

- (a) The hours of operation for the establishment, for the on-premises sale of alcoholic beverages, shall be limited to 11:00 a.m. to 12:00 midnight. No use of the establishment outside of the hours of operation listed herein shall be permitted
- (b) The seating for the establishment shall not be less than 141 seats indoors, standing room shall not be more than 28 patrons, no more than seats outdoors, and the total occupancy, including employees, shall not exceed 212 people
- (c) The business authorized by this conditional use permit shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this conditional use permit. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new conditional use permit must be obtained prior to any such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition

of this ordinance, the conditions of this ordinance shall govern.

- (d) This conditional use permit shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new conditional use permit is granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.
- (e) No smoking shall be permitted anywhere in the outdoor seating area. Signage notifying patrons of this restriction shall be conspicuously posted.
- (f) The outdoor seating area shall not obstruct the movement of pedestrians along sidewalks or through areas intended for public use. No amplified music shall be provided in the outdoor area after 11:00 p.m.
- (g) Unless dedicated off-lot parking is secured for the outdoor seating area sufficient to meet the requirements of section 5.1.7(C), of the Norfolk Zoning Ordinance, Alternative Parking, no portion of the outdoor seating area shall be enclosed, heated or cooled, and any covering must leave the space open on at least two sides.
- (h) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it conforms with all building code requirements.
- (i) The following improvements shall be constructed or installed on the site and no business license shall be applied for nor issued until these improvements have been fully implemented:
 - 1. The site shall be developed in accordance with the site plan attached hereto and marked as "Exhibit C," subject to any revisions required by the City to be made during the building permit plan review processes. This includes the closure of a curb cut and replacement of a driveway apron along 41st Street.
- (j) If a solid waste receptacle is situated on the site, it shall be positioned along the rear of the building in a location that does not interfere with

access to any parking space, impede use of the vehicular drive aisle, or encroach into any required buffer yard or setback. The receptacle shall be surrounded by a six (6) foot tall privacy fence with a locking gate.

- (k) During all hours of operation, the establishment operator shall be responsible for maintaining those portions of public rights-of-way improved by sidewalk and portions of any parking lot adjacent to the premises regulated by the conditional use permit so as to keep such areas free of litter, refuse, and both solid and liquid waste.
- (l) The establishment shall maintain a current, active business license at all times while in operation.
- (m) The establishment shall remain current on all food and beverage taxes, business personal property taxes, and other local taxes which may become due while it is in operation.
- (n) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing and its availability shall be made known to patrons by printing it either on the menu or a card placed on each table and the bar.
- (o) The violation of any condition, requirement, or limitation imposed by the Virginia ABC Commission shall be deemed a violation of this ordinance. Any conditional use permit granted by the ordinance may be revoked for any violation of a general or specific condition, including a condition incorporated by reference or arising from conditions, requirements, or limitations imposed on any aspect of the operation of the establishment by the ABC Commission or by Virginia law.
- (p) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.
- (q) No patrons or guests shall be charged a cover charge or fee for entry to the establishment.
- (r) A copy of this conditional use permit ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this conditional use permit ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

- (s) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:
- (1) This ordinance;
 - (2) Any ABC license(s);
 - (3) Any occupancy permit(s);
 - (4) Certifications of all persons who work on the premises as a security guard;
 - (5) All fire code certifications, including alarm and sprinkler inspection records;
 - (6) Any health department permit(s);
 - (7) The emergency action plan required under the Fire Prevention Code;
 - (8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time; and
 - (9) The establishment's designated driver program.
- (t) This conditional use permit shall automatically expire 18 months from the effective date of this ordinance. Prior to the expiration date, but no sooner than twelve months from the effective date of this ordinance, the property owner or manager may begin the application process for a new conditional use permit.

Supporting Material:

- Ordinance Exhibit A (PDF)
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- Ordinance Exhibit C (PDF)
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- Location Map (PDF)
- Zoning Map (PDF)

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Form and Correctness Approved: *BAP*

Contents Approved:


By: _____
Office of the City Attorney

NORFOLK, VIRGINIA


By: _____
DEPT. Planning

Ordinance No.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE THE OPERATION OF A RESTAURANT OPERATING WITH EXTENDED HOURS NAMED "CATCH BY THE RIVER" ON PROPERTY LOCATED AT 4024 GRANBY STREET.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a conditional use permit is hereby granted to Catch By the River, LLC authorizing the operation of a restaurant with extended hours named "Catch By The River."

Section 2:- That the full extent of the property or properties where the permit or permits described above are hereby made effective, upon the date set forth below, is described as follows:

Property fronts 50 feet, more or less, along the eastern line of Granby Street and 107 feet more or less along the southern line of East 41st Street; premises numbered 4024 Granby Street.

Section 3:- That the conditional use permit or permits granted herein shall be subject to all of the general conditions set forth in section 2.4.8.D of the Norfolk Zoning Ordinance and all of the following additional conditions, requirements, and limitations:

- (a) The operation of the principal use of Restaurant must be conducted in accordance with the applicable performance standards that are set forth in section 4.2 of the Norfolk Zoning Ordinance.
- (b) The hours of operation for the establishment and

for the on-premises sale of alcoholic beverages shall be limited to 11:00 a.m. until 12:00 midnight. No use of the establishment outside of the hours of operation listed herein shall be permitted.

- (c) The seating for the establishment shall not be less than 141 seats indoors and no more than 28 seats outdoors, no more than 28 people shall be permitted to stand, and the total occupancy, including employees, shall not exceed 212 people.
- (d) The following improvements shall be constructed or installed on the site and no business license shall be applied for nor issued until these improvements have been fully implemented:
 - (1) The site shall be developed in accordance with the site plan attached hereto and marked as "Exhibit C," including the closure of a curb cut and replacement of a driveway apron along 41st Street, subject to any revisions required by the City to be made during the building permit plan review processes.
- (e) The business authorized by this conditional use permit shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this conditional use permit. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new conditional use permit must be obtained prior to any such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.
- (f) This conditional use permit shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event

of a change in ownership of the establishment shall be effective until 120 days after the change or until a new conditional use permit is granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

- (g) No smoking shall be permitted anywhere in the outdoor seating area. Signage notifying patrons of this restriction shall be conspicuously posted.
- (h) The outdoor seating area shall not obstruct the movement of pedestrians along sidewalks or through areas intended for public use. No amplified music shall be provided in the outdoor area after 11:00 p.m.
- (i) Unless dedicated off-lot parking is secured for the outdoor seating area sufficient to meet the requirements of section 5.1.7(C), of the Norfolk Zoning Ordinance, Alternative Parking, no portion of the outdoor seating area shall be enclosed, heated or cooled, and any covering must leave the space open on at least two sides.
- (j) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it conforms with all building code requirements.
- (k) If a solid waste receptacle is situated on the site, it shall be positioned along the rear of the building in a location that does not interfere with access to any parking space, impede use of the vehicular drive aisle, or encroach into any required buffer yard or setback. The receptacle shall be surrounded by a six (6) foot tall privacy fence with a locking gate.
- (l) During all hours of operation, the establishment operator shall be responsible for maintaining those portions of public rights-of-way improved

by sidewalk and portions of any parking lot adjacent to the premises regulated by the conditional use permit so as to keep such areas free of litter, refuse, and both solid and liquid waste.

- (m) The establishment shall maintain a current, active business license at all times while in operation.
- (n) The establishment shall remain current on all food and beverage taxes, business personal property taxes, and other local taxes which may become due while it is in operation.
- (o) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing and its availability shall be made known to patrons by printing it either on the menu or a card placed on each table and the bar.
- (p) The violation of any condition, requirement, or limitation imposed by the Virginia ABC Authority shall be deemed a violation of this ordinance. Any conditional use permit granted by the ordinance may be revoked for any violation of a general or specific condition, including a condition incorporated by reference or arising from conditions, requirements, or limitations imposed on any aspect of the operation of the establishment by the ABC Authority or by Virginia law.
- (q) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.
- (r) No patrons or guests shall be charged a cover charge or fee for entry to the establishment.
- (s) A copy of this conditional use permit ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this conditional use permit ordinance and all amendments are kept on the

premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

- (t) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:
 - (1) This ordinance;
 - (2) Any ABC license(s);
 - (3) Any occupancy permit(s);
 - (4) Certifications of all persons who work on the premises as a security guard;
 - (5) All fire code certifications, including alarm and sprinkler inspection records;
 - (6) Any health department permit(s);
 - (7) The emergency action plan required under the Fire Prevention Code;
 - (8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time; and
 - (9) The establishment's designated driver program.
- (u) This conditional use permit shall automatically expire 18 months from the effective date of this ordinance. Prior to the expiration date, but no sooner than twelve months from the effective date of this ordinance, the property owner or manager may begin the application process for a new conditional use permit.

Section 4:- That the City Council hereby determines that the conditional use permit or permits granted herein comply with

each of the standards set forth in section 2.4.8.C of the Norfolk Zoning Ordinance.

Section 5:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:

Exhibit A (3 pages)

Exhibit B (5 pages)

Exhibit C (1 page)



EXHIBIT "A"
Description of Operations
Extended Hours of Operation

Date: 11-29-2021

Trade name of business: CATCH BY THE RIVER

Address of business: 4024 GRANBY ST NORFOLK, VA 23504

Name(s) of business owner(s)*: CATCH BY THE RIVER LLC: CANDIANCE ANDERSON

Name(s) of property owner(s)*: TED WARREN

Daytime telephone number ()

*If business or property owner is partnership, all partners must be listed.

*If business or property owner is an LLC or Corporation, all principals must be listed.

Proposed Hours of Operation:

Facility

Weekday From: 11 AM To: 2 AM

Friday From: 11 AM To: 2 AM

Saturday From: 11 AM To: 2 AM

Sunday From: 11 AM To: 2 AM

2. If ABC license applied for, a different application is required.
3. If indoor or outdoor entertainment be provided, a second application is required.
 (Entertainment consists of anything more than one, unamplified musician) N/A
4. Will video games, pool tables, game boards or other types of games be provided?
 Yes (If more than 4, additional application required) No
- 4a. If yes, please describe type and number of each game to be provided

Exhibit A – Page 2**Extended Hours of Operation**

5. Will patrons ever be charged to enter the establishment?

Yes

No

5a. If yes, why

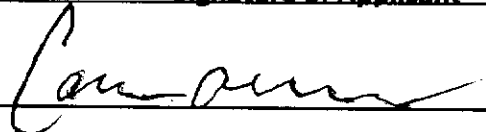
5b. Which days of the week will there be a cover charge (circle all applicable days)?

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

6. Additional comments/ description/operational characteristics or prior experience:

Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

Signature of Applicant



Attachment: Ordinance Exhibit A (Conditional Use Permit - Catch By the River)

DEPARTMENT OF CITY PLANNING

810 Union Street, Room 508

Norfolk, Virginia 23510

Telephone (757) 664-4752 Fax (757) 441-1569

(Revised July, 2018)

Exhibit A – Floor Plan(s) Worksheet
Extended Hours of Operation

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan must be prepared by a registered design professional and include:
 - Tables/seats
 - Restroom facilities
 - Ingress and egress
 - Standing room
 - Outdoor seating
 - Total maximum capacity (including employees)

TOTAL CAPACITY

a. Indoor

Number of seats

141

Standing room

28

b. Outdoor

Number of seats

28

c. Number of employees

15

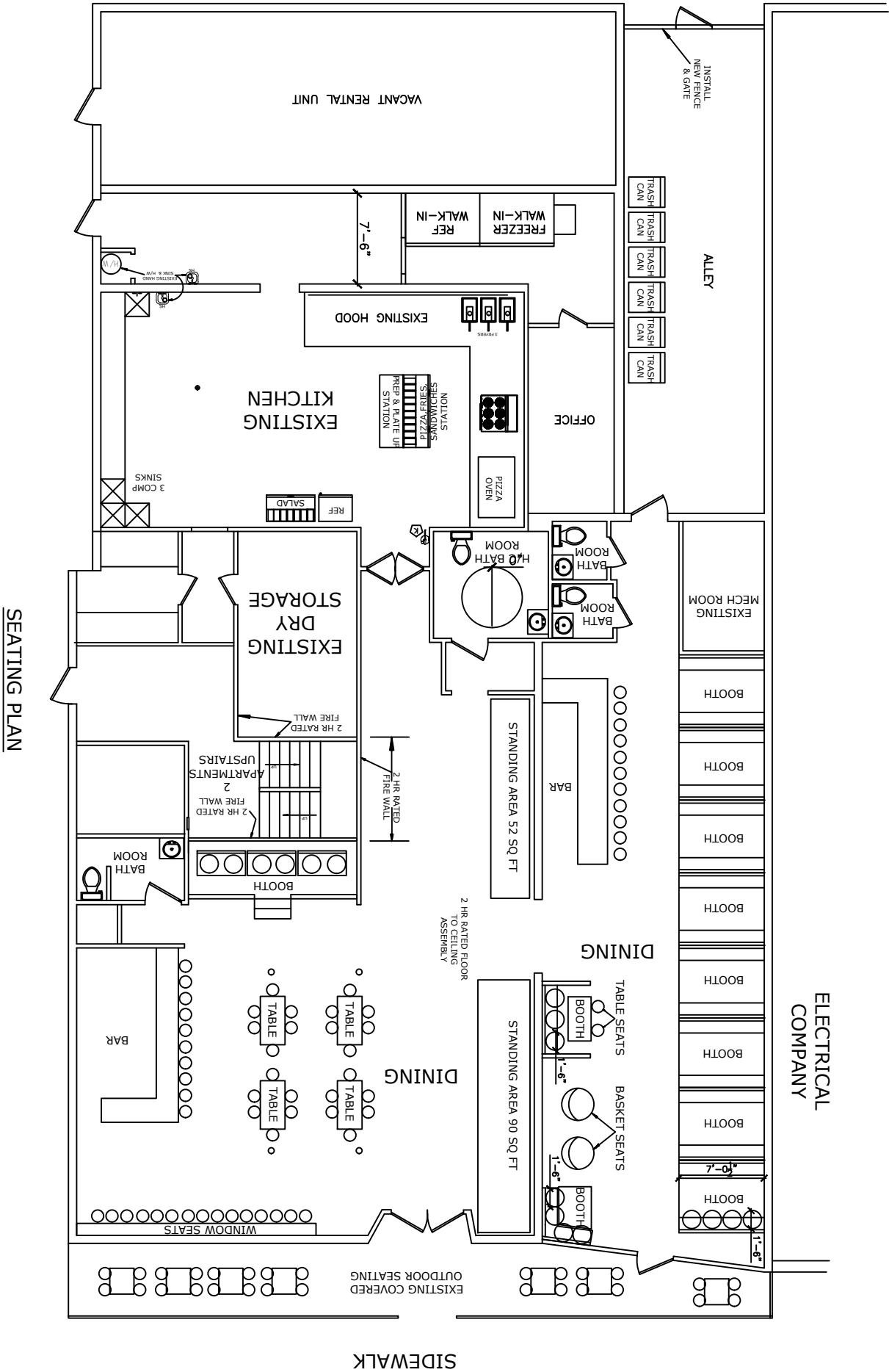
Total Occupancy

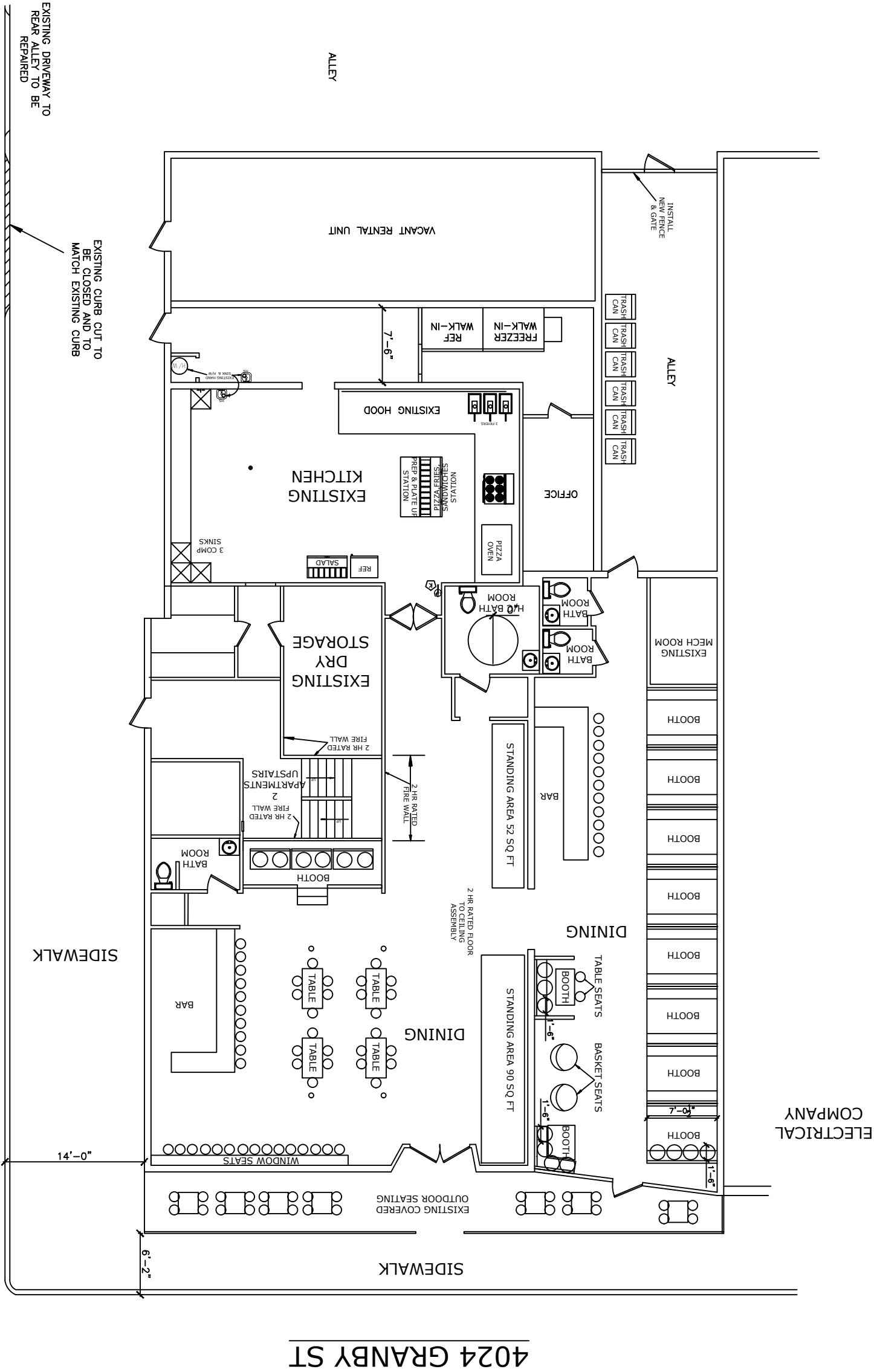
(Indoor/Outdoor seats, standing room and employees) = 212

Exhibit B

TENANT SPACE AREA	
SEATING AREA (BOOTH)	71 (1 PERSON PER 18")
RAISED BOOTH	6 (1 PERSON PER 18")
TABLE SEATING	26 (1 PERSON PER SEAT)
BASKET SEATS (2)	2 (1 PERSON PER SEAT)
OUTDOOR SEATING	28 (1 PERSON PER SEAT)
SEATING AREA BAR STOOLS	21 (SEAT PER PERSON)
STANDING AREA 142 SQ FT	4 (1 PERSON PER 5 SQ FT)
WINDOW BAR STOOLS	15 (1 SEAT PER PERSON)
BAR (2)	4 (136 SQ FT)
KITCHEN	3 (895 SQ FT)

NEW TENANT CLASSIFICATION	
OCCUPANCY LOAD:	MAX EMPLOYEES
NUMBER OF SEATS	MANAGER 1
NUMBER OF BAR SEATS	BAR TENDERS 4
NUMBER OF WINDOW SEATS	SECURITY 4
STANDING ROOM	WAIT STAFF 3
OUTDOOR SEATING	KITCHEN 3
NUMBER OF EMPLOYEES	TOTAL 15
TOTAL OCCUPANCY	





4024 GRANBY ST

VAN AUKEN DESIGN & BUILD

531 TERRACE AVE.
VIRGINIA BEACH, VIRGINIA 23451

DRAWINGS BY:
VAN AUKEN
DESIGN DIVISION

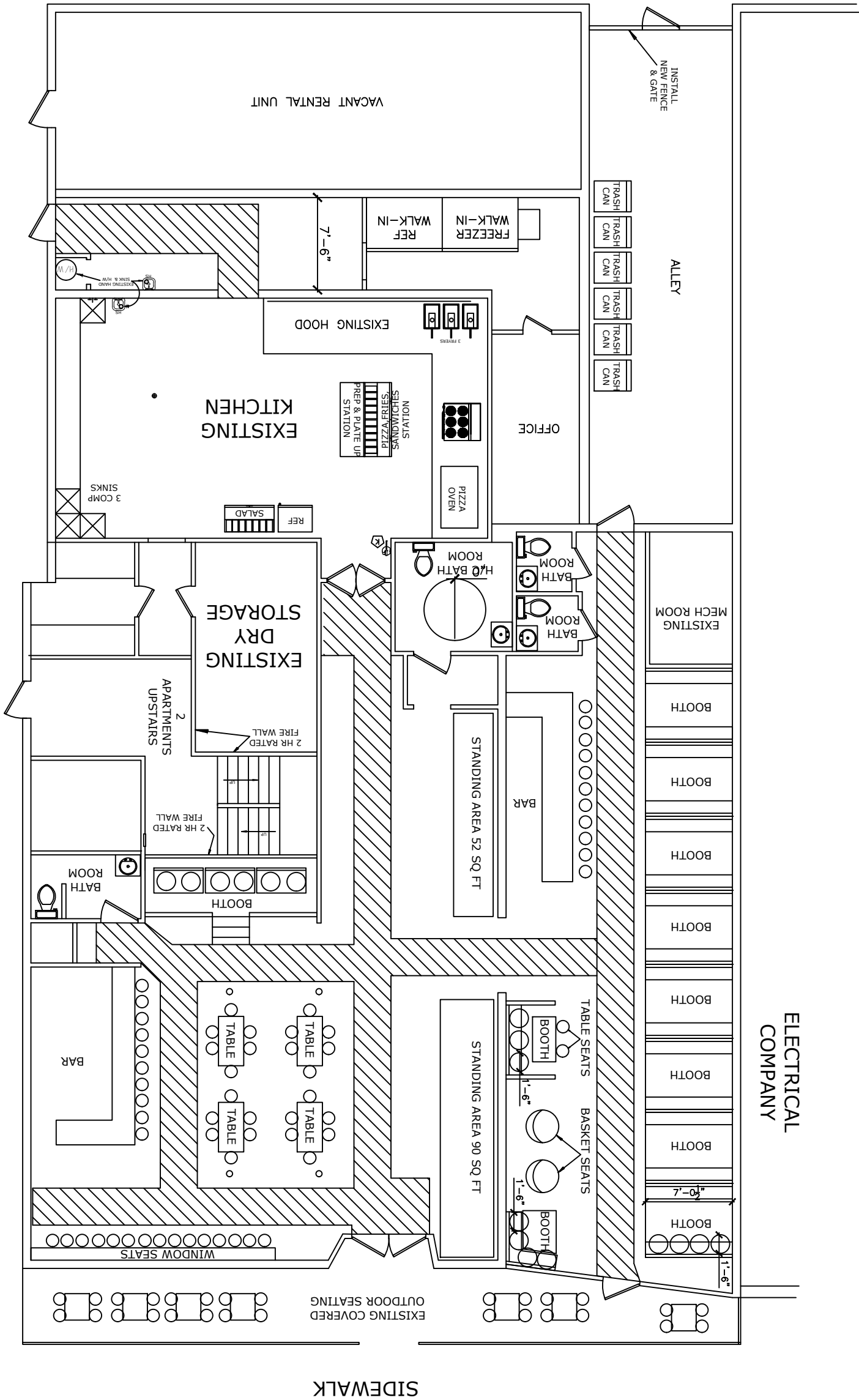


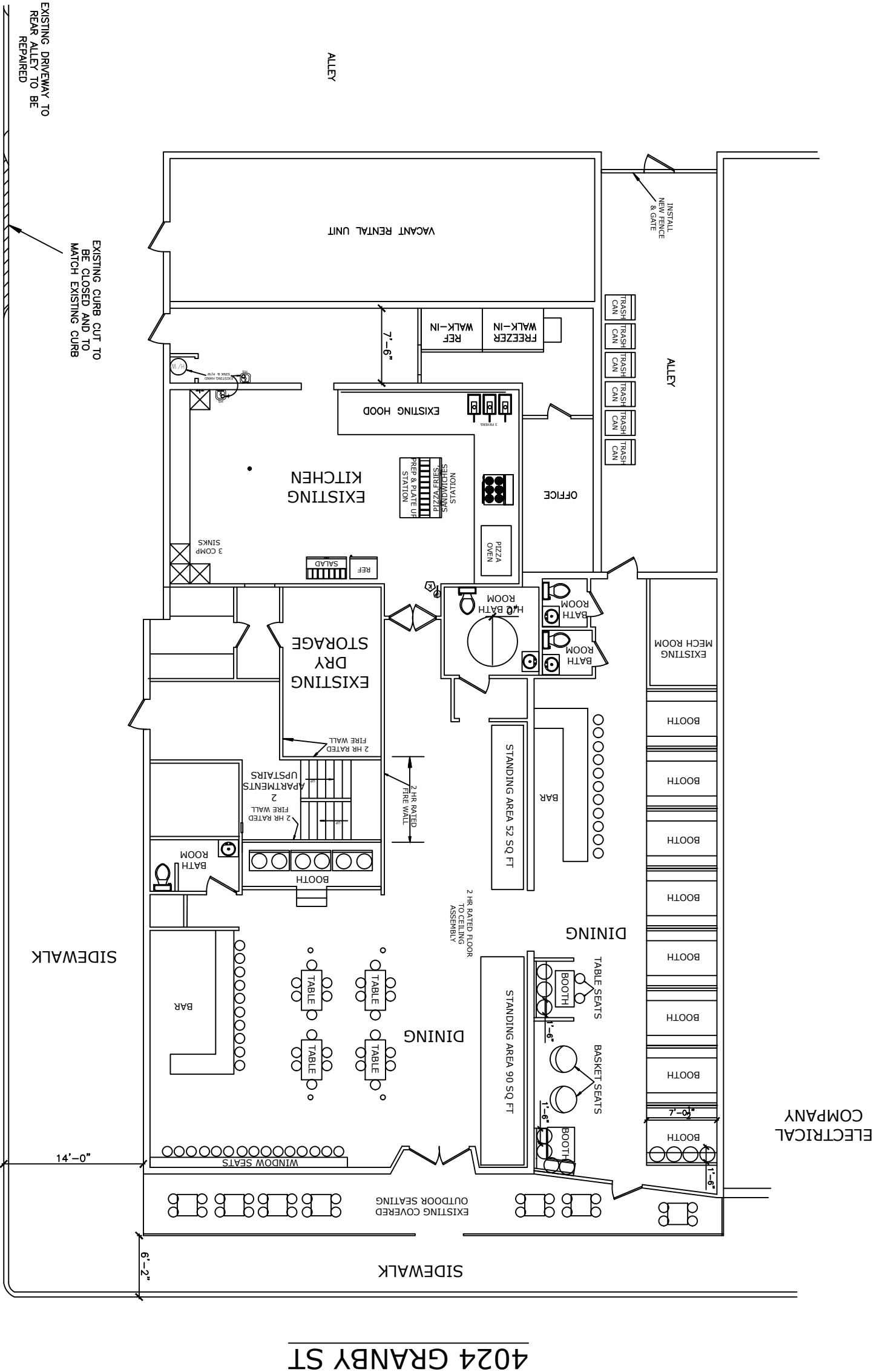
PROJECT:
4024 GRANBY ST
NORFOLK, VA 23504

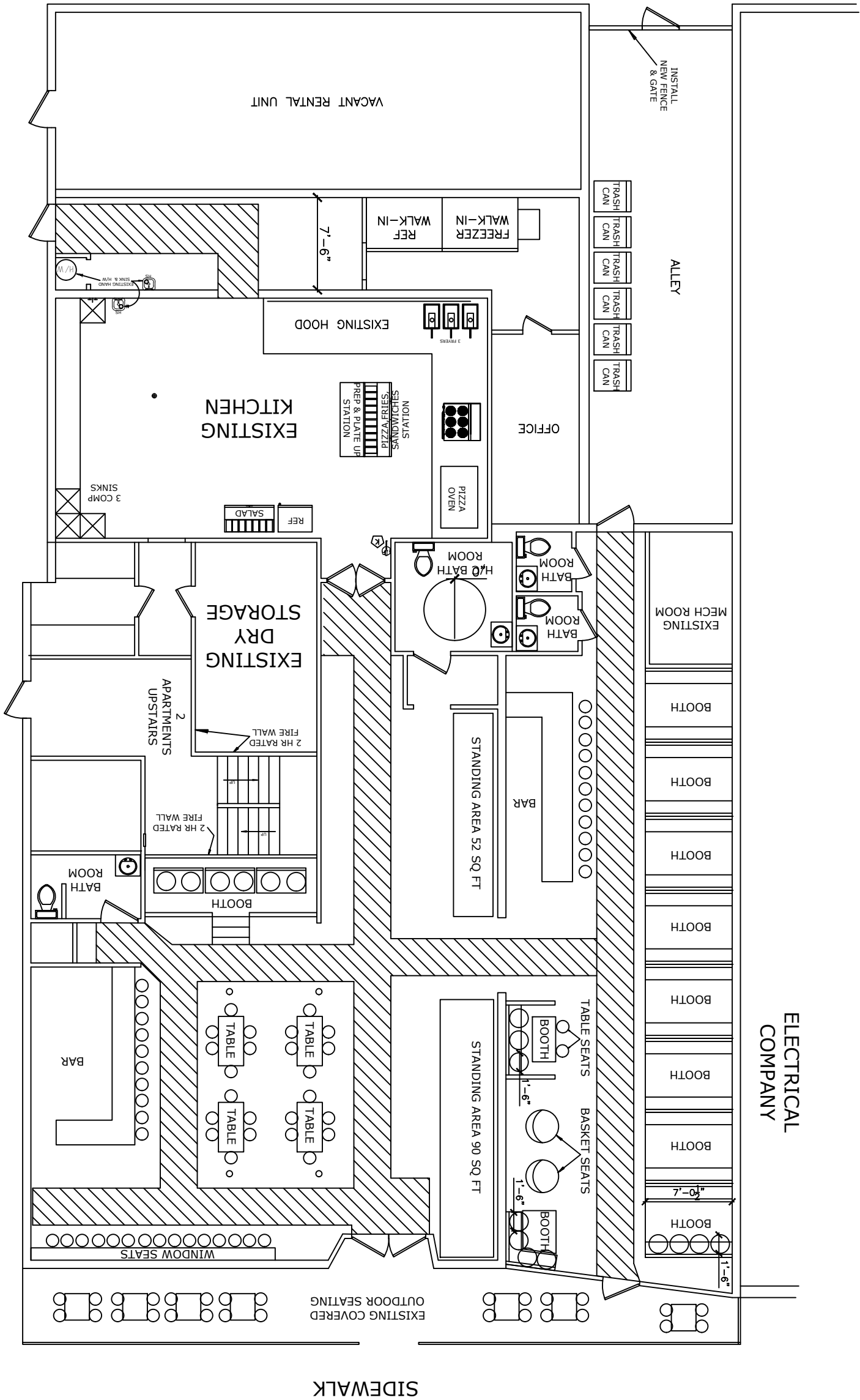
CONTACT PERSON:
PAUL VAN AUKEN
CLASS "A"
2705 144305
PHONE: 757-739-0112

REVISED DATE:
12/6/2021

A-3







EMERGENCY EGRESS

SIDEWALK

THIS IS TO CERTIFY THAT I ON NOVEMBER 29, 2021 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT.

NOTE: NO BEARINGS ON PLAT, BEARINGS ARE ASSUMED.

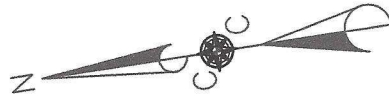
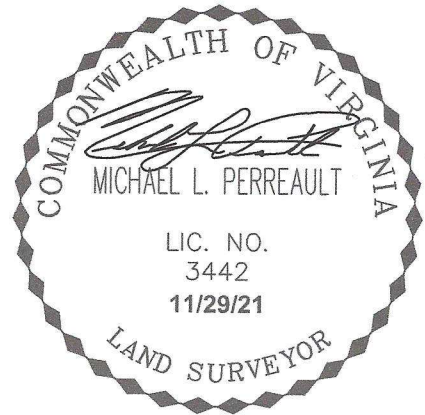
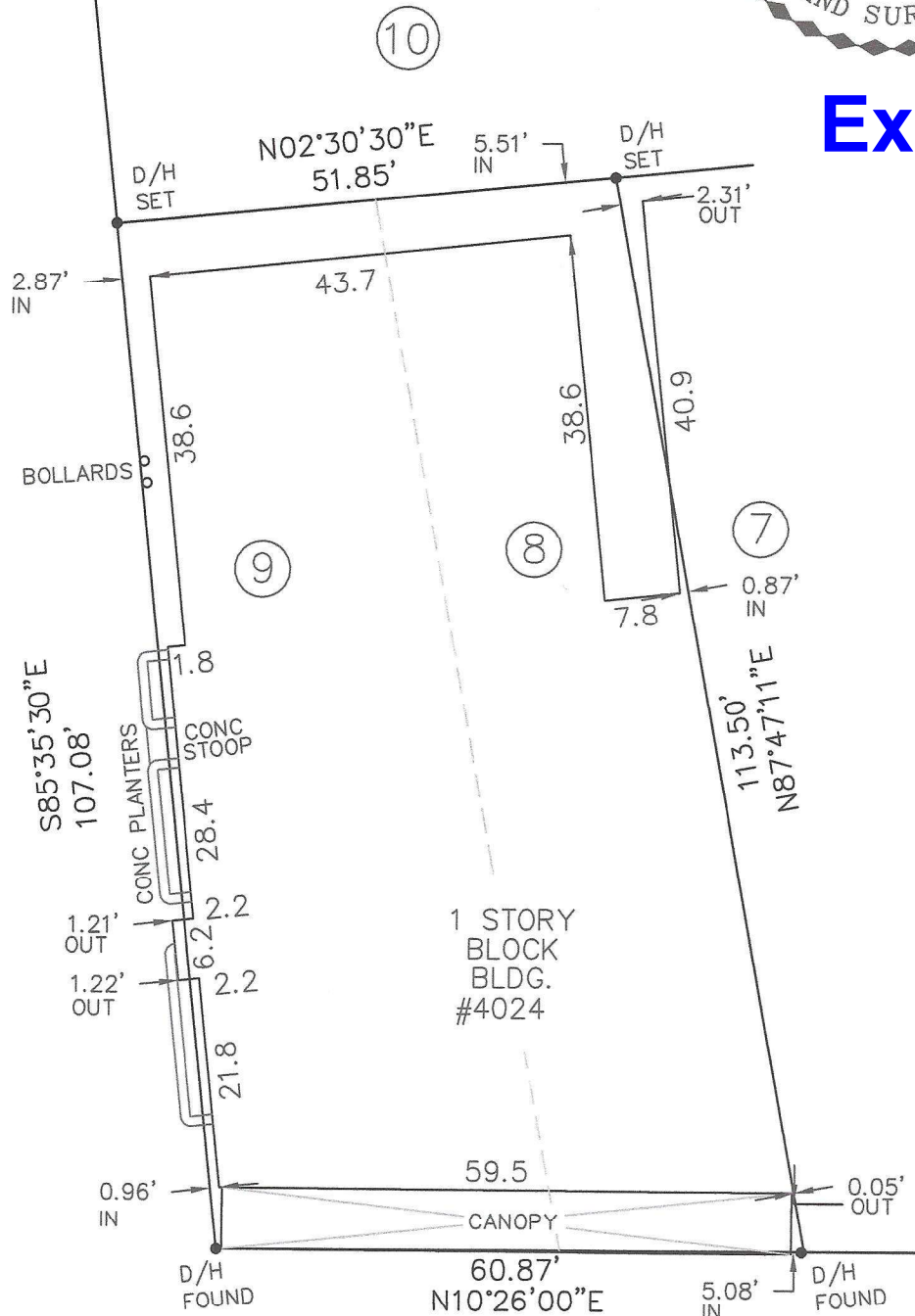


Exhibit C

Attachment: Ordinance Exhibit C (Conditional Use Permit - Catch By the River)

41ST ST.



GRANBY ST.

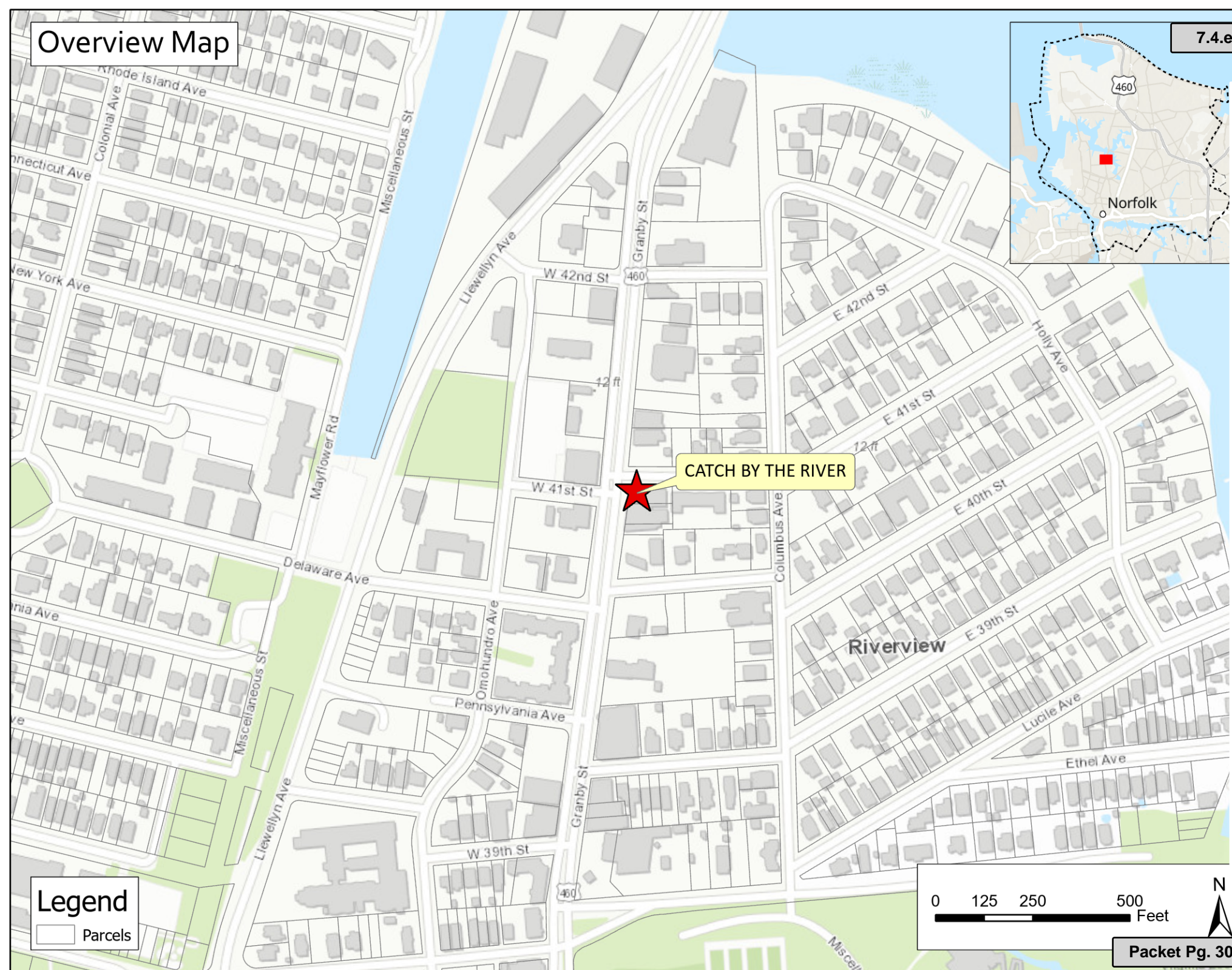
2.4.8.C. CONDITIONAL USE PERMIT REVIEW STANDARDS

A Conditional Use Permit may be approved if the applicant demonstrates that the proposed conditional use:

- 1) Is consistent with the purposes, goals and policies of the comprehensive plan and other applicable city-adopted plans;
- 2) Complies with all applicable zoning district-specific standards in Article 3. Zoning Districts;
- 3) Complies with all applicable use-specific standards in Article 4. Performance Standards;
- 4) Complies with all applicable development and design standards in Article 5. Development Standards;
- 5) Complies with all relevant subdivision and infrastructure standards in Chapter 42.5 of City Code;
- 6) Is appropriate for its location and is compatible with the general character of surrounding lands and the types, scale, and intensity of uses allowed in the zoning district where proposed;
- 7) Adequately screens, buffers, or otherwise minimizes adverse visual impacts on adjacent lands;
- 8) Avoids significant adverse odor, noise, glare, and vibration impacts on surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, night-time activity, and other site elements;
- 9) Avoids significant deterioration of water and air resources, scenic resources, and other natural resources;
- 10) Maintains safe and convenient ingress and egress and traffic flow onto and through the site by vehicles and pedestrians, and safe road conditions around the site;
- 11) Is served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;
- 12) Maintains adequate parking, loading and other necessary facilities to serve the proposed use;
- 13) Will not substantially diminish or impair the value of the land within the neighborhood in which it is located.
- 14) Will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various Conditional Use Permits of all types on the immediate neighborhood and the effect of the proposed type of Conditional Use Permit on the city as a whole;
- 15) Complies with all other relevant city, state and federal laws and standards; and
- 16) Is required by the public necessity, convenience, general welfare, or good zoning practice.

Overview Map

7.4.e



Legend

Parcels

Attachment: Overview Map (Conditional Use Permit - Catch By the River)

Location Map



Legend

Parcels

Attachment: Location Map (Conditional Use Permit - Catch By the River)

7.4.f

213

211

207

4114

208

202

E 41ST STREET

205

4010

212

21

4002

E 40TH STREET

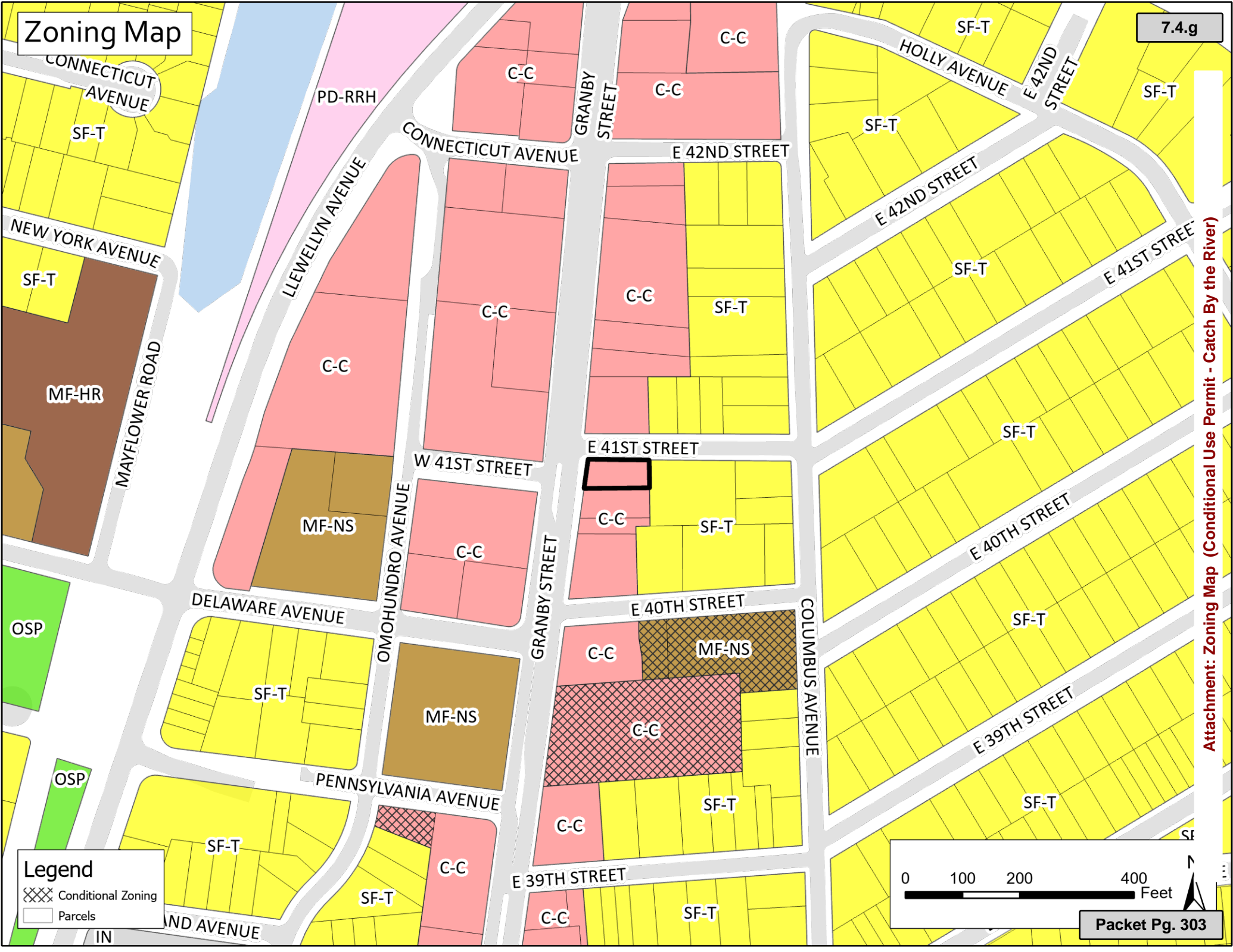
205

0 50 100 200 Feet



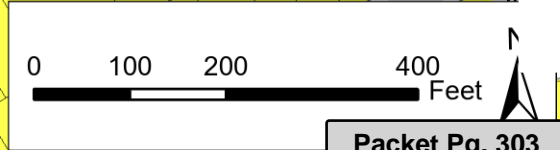
Zoning Map

7.4.g



Legend

- Conditional Zoning
- Parcels



ABC Map

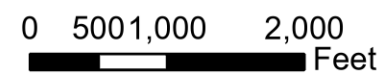
1 mile buffer

7.4.h

Legend

- On-Premises
- Off-Premises
- On & Off Premises

CATCH BY THE RIVER





**Application
Conditional Use Permit
Extended Hours of Operation
(Please print)**

Date 11/29/2021

DESCRIPTION OF PROPERTY

Address: 4024 GRANBY ST

Existing Use of Property: RESTAURANT

Proposed Use: RESTAURANT

Current Building Square Footage: 5,507 Proposed Building Square Footage: 5,507

Trade Name of Business (if applicable): CATCH BY THE RIVER

APPLICANT*

1. Name of applicant: (Last) ANDERSON (First) CANDICE (MI) _____

Mailing address of applicant (Street/P.O. Box): 1211 ALDER CT

(City): CHESAPEAKE (State): VA (Zip Code): 23320

Daytime telephone number of applicant: ☐ 757 831-1011

E-mail address: CATCHBYTHERIVER@GMAIL.COM

AUTHORIZED AGENT* (if applicable)

2. Name of applicant: (Last) _____ (First) _____ (MI) _____

Mailing address of applicant (Street/P.O. Box): _____

(City): _____ (State): _____ (Zip Code): _____

Daytime telephone number of applicant: ☐ _____ Fax ☐ _____

E-mail address: _____

Application
Extended Hours of Operation
Page 2

PROPERTY OWNER*

3. Name of property owner: (Last) WARREN (First) TED (MI) _____

Mailing address of property owner (Street/P.O. box): 417 W. 20th STREET #11462

(City): Norfolk (State): VA (Zip Code): 23517

Daytime telephone number of owner: (757) 620-8257

E-mail address: NFKTED@gmail.com

*(If applicant/agent/property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

CIVIC LEAGUE - BUSINESS ASSOCIATION - HOA INFORMATION

Civic League contact: MICHAEL LANGSTON

Date meeting attended/held: OCT 11th 2021

Local Business Association (if applicable) contact: _____

Date meeting attended/held: _____

Home/Property/Condominium Owners Association (if applicable) contact: _____

Date meeting attended/held: _____

Ward/Super Ward information: _____

CERTIFICATION

I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: TED WARREN Sign: Ted Warren
 (Property Owner) (Date)

Print name: Candice Anderson Sign: [Signature] 11-29-21
 (Applicant) (Date)

(If Applicable)

Print name: _____ Sign: _____
 (Authorized Agent Signature) (Date)



EXHIBIT "A"
Description of Operations
Extended Hours of Operation

Date: 11-29-2021

Trade name of business: CATCH BY THE RIVER

Address of business: 4024 GRANBY ST NORFOLK, VA 23504

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Daytime telephone number ()

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*If business or property owner is an LLC or Corporation, all principals must be listed.

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Facility

Weekday From: 11 AM To: 2 AM

Friday From: 11 AM To: 2 AM

Saturday From: 11 AM To: 2 AM

Sunday From: 11 AM To: 2 AM

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3. If indoor or outdoor entertainment be provided, a second application is required.
 (Entertainment consists of anything more than one, unamplified musician) N/A
4. Will video games, pool tables, game boards or other types of games be provided?
 Yes (If more than 4, additional application required) No
- 4a. If yes, please describe type and number of each game to be provided

Exhibit A – Page 2**Extended Hours of Operation**

5. Will patrons ever be charged to enter the establishment?

Yes

No

5a. If yes, why

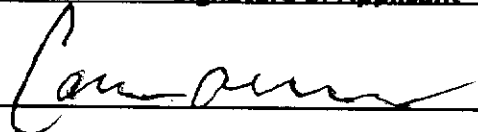
5b. Which days of the week will there be a cover charge (circle all applicable days)?

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

6. Additional comments/ description/operational characteristics or prior experience:

Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

Signature of Applicant



Attachment: Application (Conditional Use Permit - Catch By the River)

Exhibit A – Floor Plan(s) Worksheet
Extended Hours of Operation

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan must be prepared by a registered design professional and include:
 - Tables/seats
 - Restroom facilities
 - Ingress and egress
 - Standing room
 - Outdoor seating
 - Total maximum capacity (including employees)

TOTAL CAPACITY

a. Indoor

Number of seats

141

Standing room

28

b. Outdoor

Number of seats

28

c. Number of employees

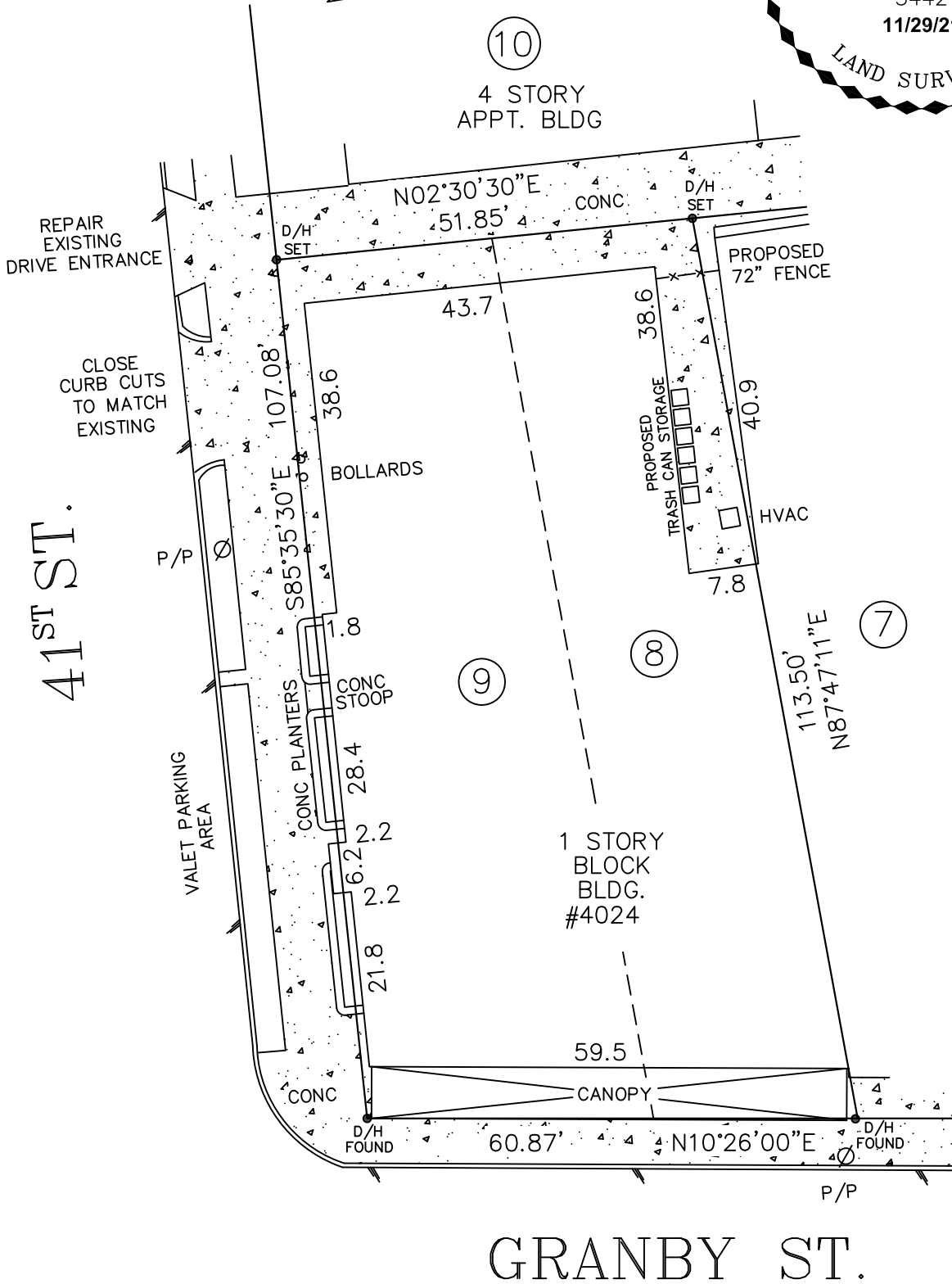
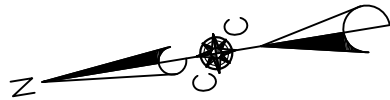
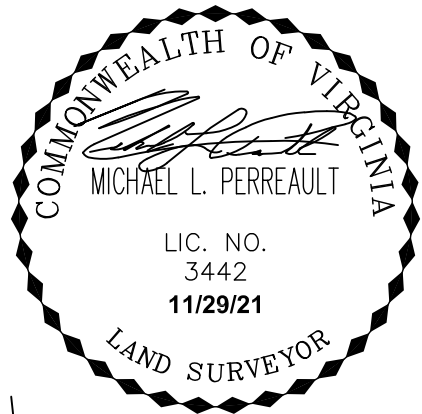
15

Total Occupancy

(Indoor/Outdoor seats, standing room and employees) = 212

THIS IS TO CERTIFY THAT I ONNOVEMBER 29, 2021 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT.

NOTE: NO BEARINGS ON PLAT, BEARINGS ARE ASSUMED.



Attachment: Application (Conditional Use Permit - Catch By the River)

NOTE: THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE X AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM MAP FOR THE CITY OF NORFOLK COMMUNITY NO.510104-0019 H DATED 02/17/17

PHYSICAL SURVEY OF
LOTS 8 & 9
PROPERTY OF LOLA A. BUNTING
NORFOLK, VIRGINIA
FOR
EDWARD WARREN

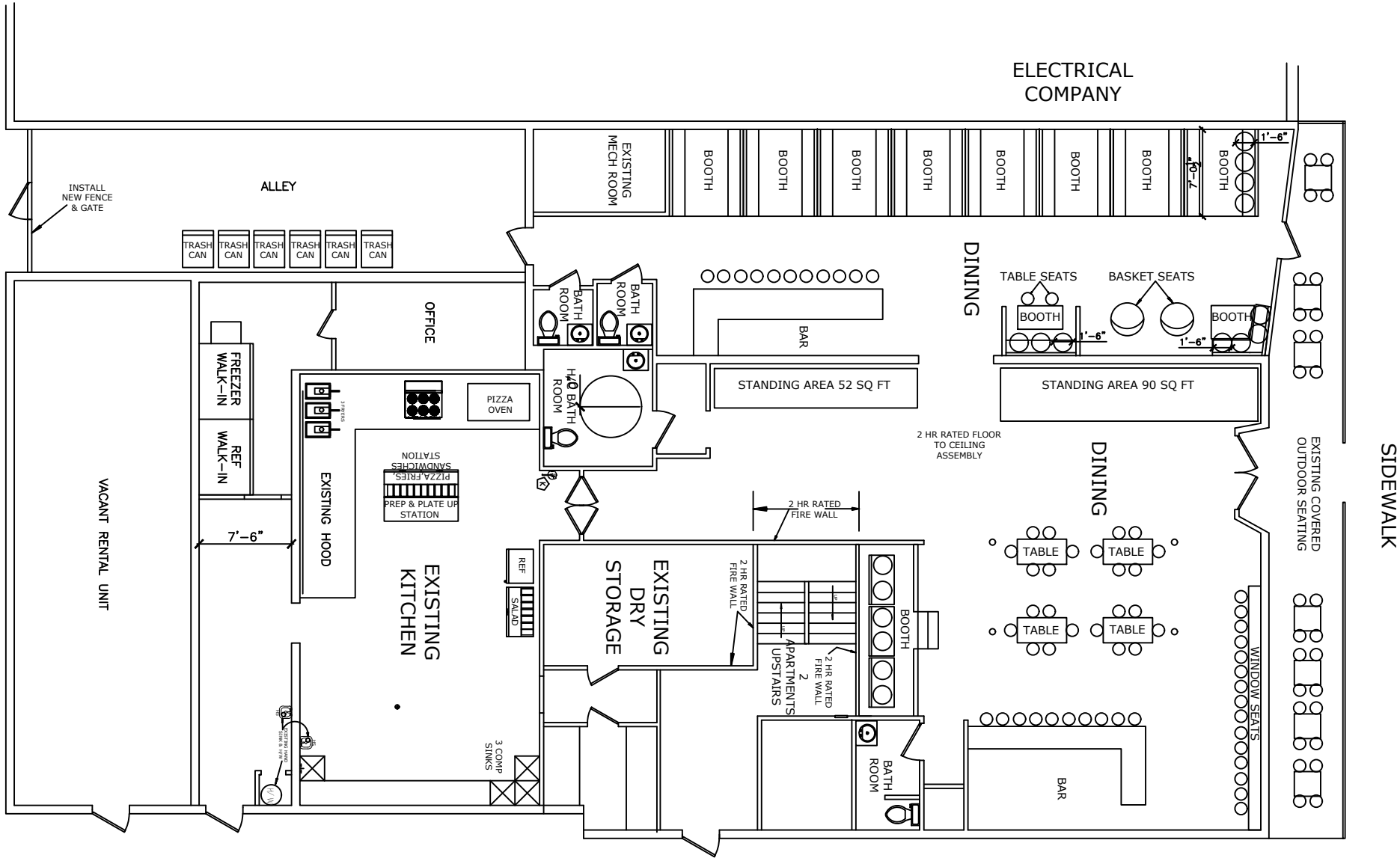
M.B.5, P.54
DB.230 PG.47

DATE: NOVEMBER 29, 2021
SCALE: 1" = 20'
FILE:24541 CAD TECH: MLP

h HORTON & DODD
A DIV. OF KBJW
300 Geo. Washington Hwy. N,
Chesapeake, VA 23323
(757) 487-4535

TENANT SPACE AREA		
SEATING AREA (BOOTH)	71	(1 PERSON PER 18")
RAISED BOOTH	6	(1 PERSON PER 18")
TABLE SEATING	26	(1 PERSON PER SEAT)
BASKET SEATS (2)	2	(1 PERSON PER SEAT)
OUTDOOR SEATING	28	(1 PERSON PER SEAT)
SEATING AREA BAR STOOLS	21	(1SEAT PER PERSON)
STANDING AREA 142 SQ FT	28	(1 PERSON PER 5 SQ FT)
WINDOW BAR STOOLS	15	(1 SEAT PER PERSON)
BAR (2)	4	(136 SQ FT)
KITCHEN	3	(895 SQ FT)

NEW TENANT CLASSIFICATION	MAX EMPLOYEE'S	
OCCUPANCY LOAD:		
NUMBER OF SEATS	105	MANAGER 1
NUMBER OF BAR SEATS	21	BARTEDERS 4
NUMBER OF WINDOW SEATS	15	SECURITY 3
STANDING ROOM	28	WAIT STAFF 4
OUTDOOR SEATING	28	KITCHEN 3
NUMBER OF EMPLOYEES	15	TOTAL 15
TOTAL OCCUPANCY	212	



SEATING PLAN

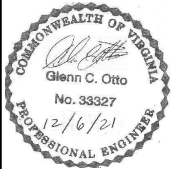
A Structural Engineer Co
VIRGINIA BEACH, VA
(757) 477-2319

DRAWINGS BY:
VAN AUKEN
DESIGN & BUILD
DESIGN DIVISION

VAN AUKEN DESIGN & BUILD

531 TERRACE AVE.
VIRGINIA BEACH, VIRGINIA 23451

PROJECT:
4024 GRANBY ST
NORFOLK, VA
23507



CONTACT PERSON:
PAUL VAN AUKEN
CLASS "A"
2705 143505
PHONE: 757-739-0112

DATE:
11/28/2021

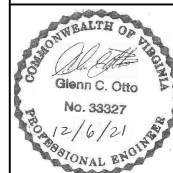
A-1

VAN AUKEN DESIGN & BUILD

531 TERRACE AVE.
VIRGINIA BEACH, VIRGINIA 23451

Attachment: Application (Conditional Use Permit - Catch By the River)

PROJECT:
4024 GRANBY ST
NORFOLK, VA 23504

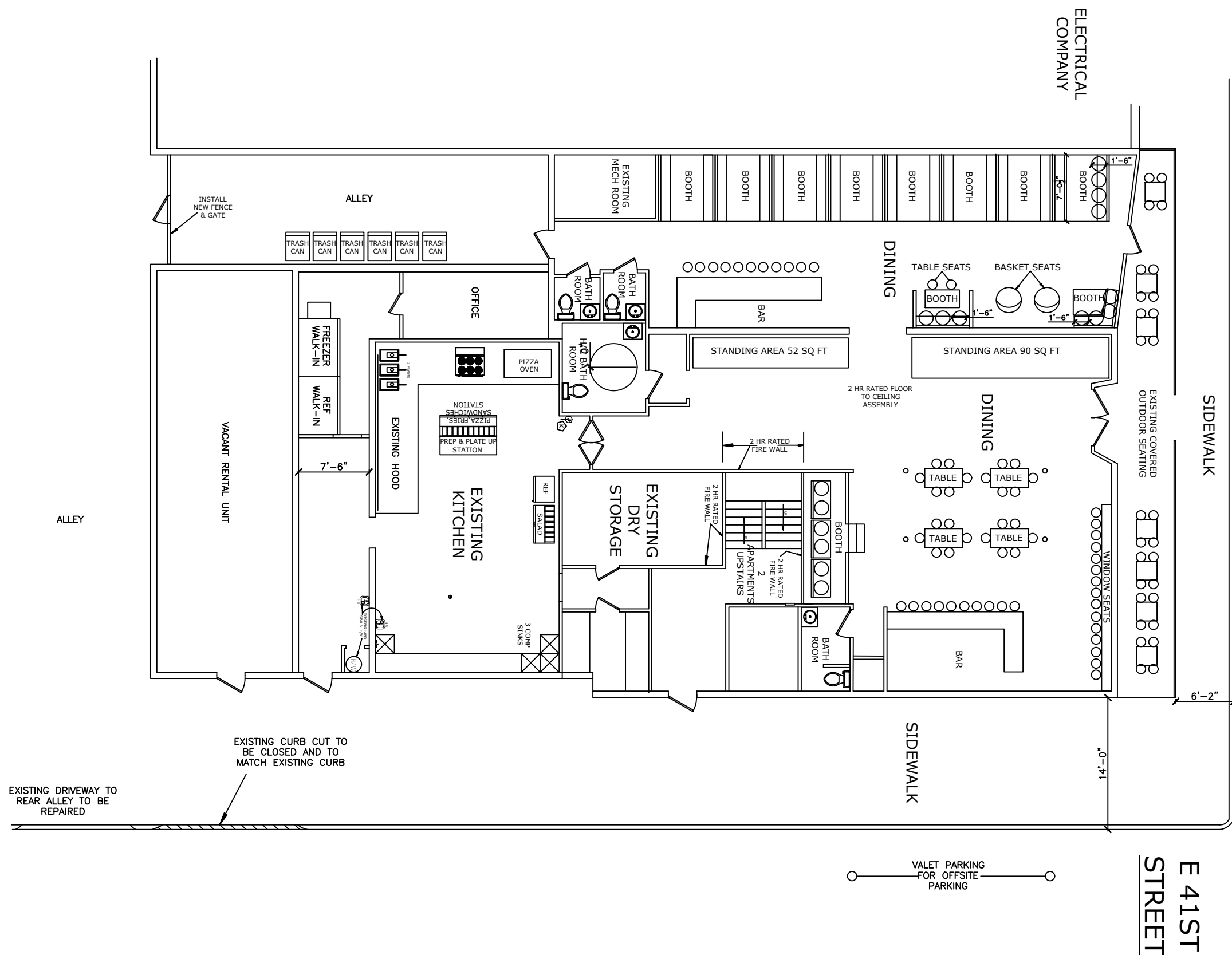


CONTACT PERSON
PAUL VAN AUKEN
CLASS "A"
2705 143505
PHONE: 757-739-0112

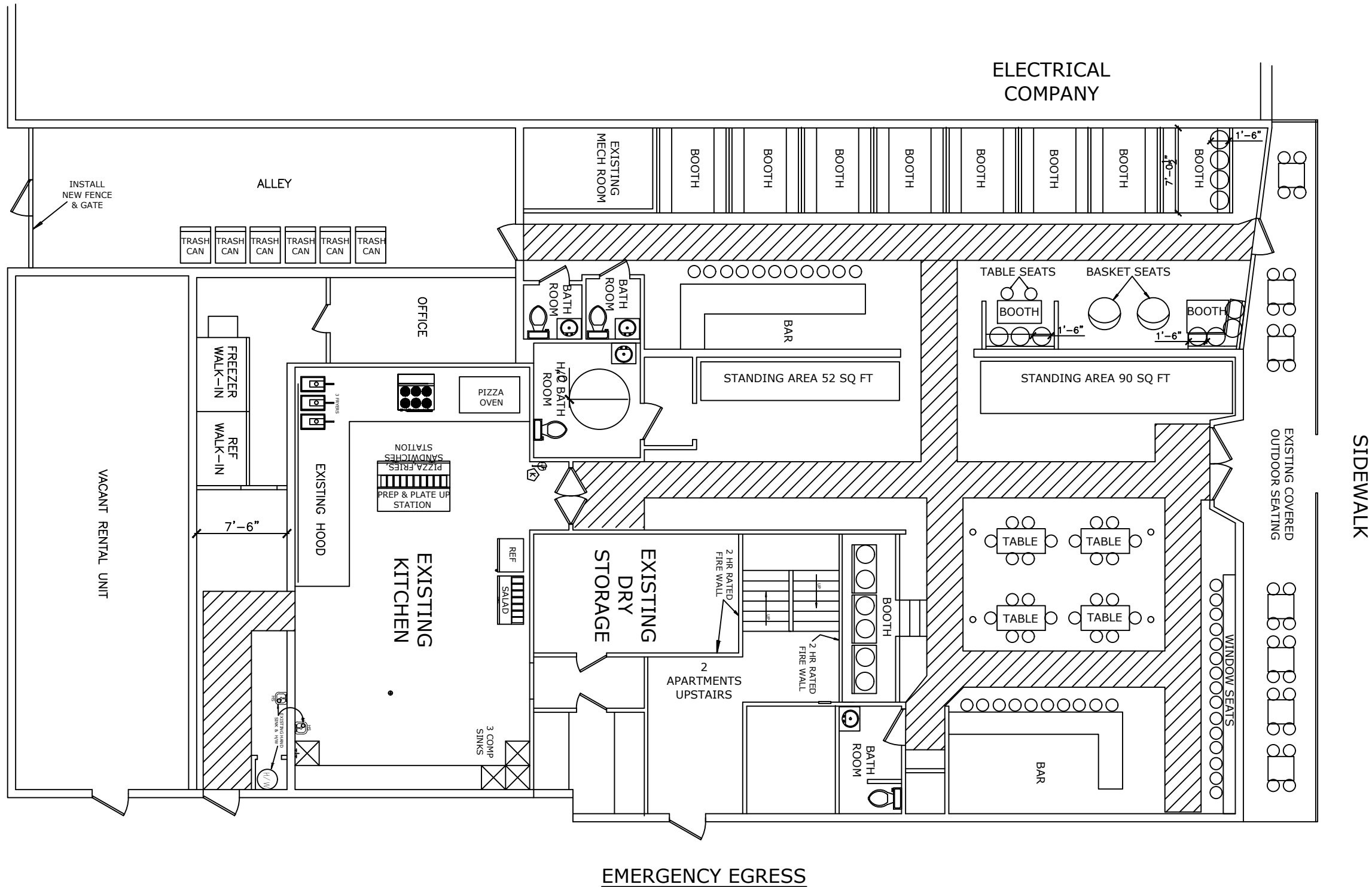
REVISED DATE:
12/6/2021

A-3

Packet Pg. 312



A Structural Engineer & Architect
VIRGINIA BEACH, VA
(757) 477-2319



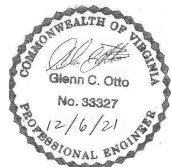
DRAWINGS BY:
VAN AUKEN
DESIGN & BUILD
DESIGN DIVISION

VAN AUKEN DESIGN & BUILD

531 TERRACE AVE.
VIRGINIA BEACH, VIRGINIA 23451

**A STRUCTUAL
ENGINEER CO.**
GLENN C. OTTO P.E.
757-477-2319
ggator1256@gmail.com
www.astructuralengineer.websit

PROJECT:
4024 GRANBY ST
NORFOLK, VA 23504

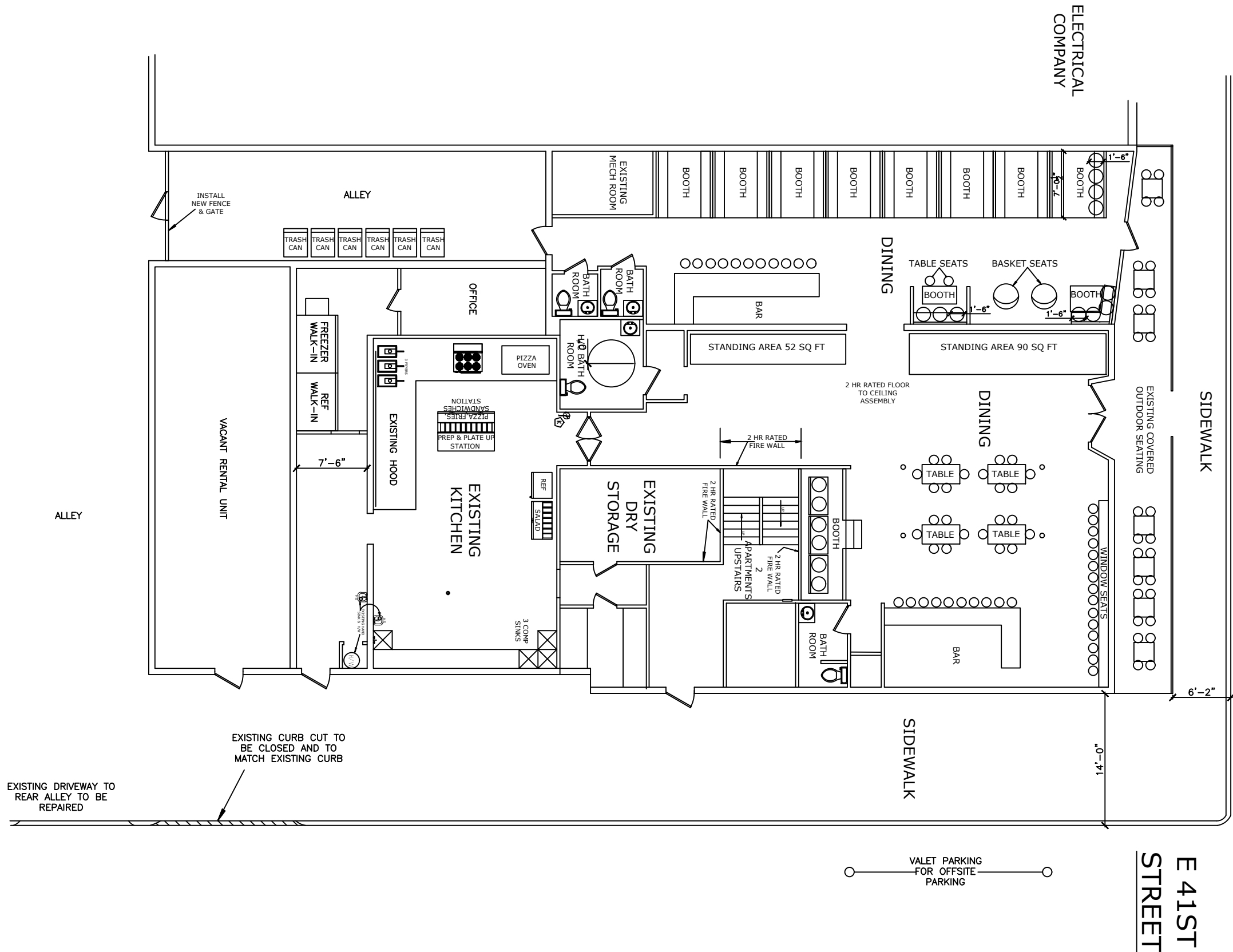


CONTACT PERSON:
PAUL VAN AUKEN
CLASS "A"
2705 143505
PHONE: 757-739-0112

DATE:
11/04/2021

A Structural Engineer Co
VIRGINIA BEACH, VA
(757) 477-2319

EG-2



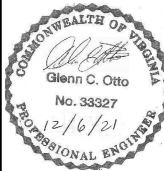
A Structural Engineer Co.
VIRGINIA BEACH, VA
(757) 477-2319

DRAWINGS BY:
VAN AUKEN
DESIGN & BUILD
DESIGN DIVISION

VAN AUKEN DESIGN & BUILD

531 TERRACE AVE.
VIRGINIA BEACH, VIRGINIA 23451

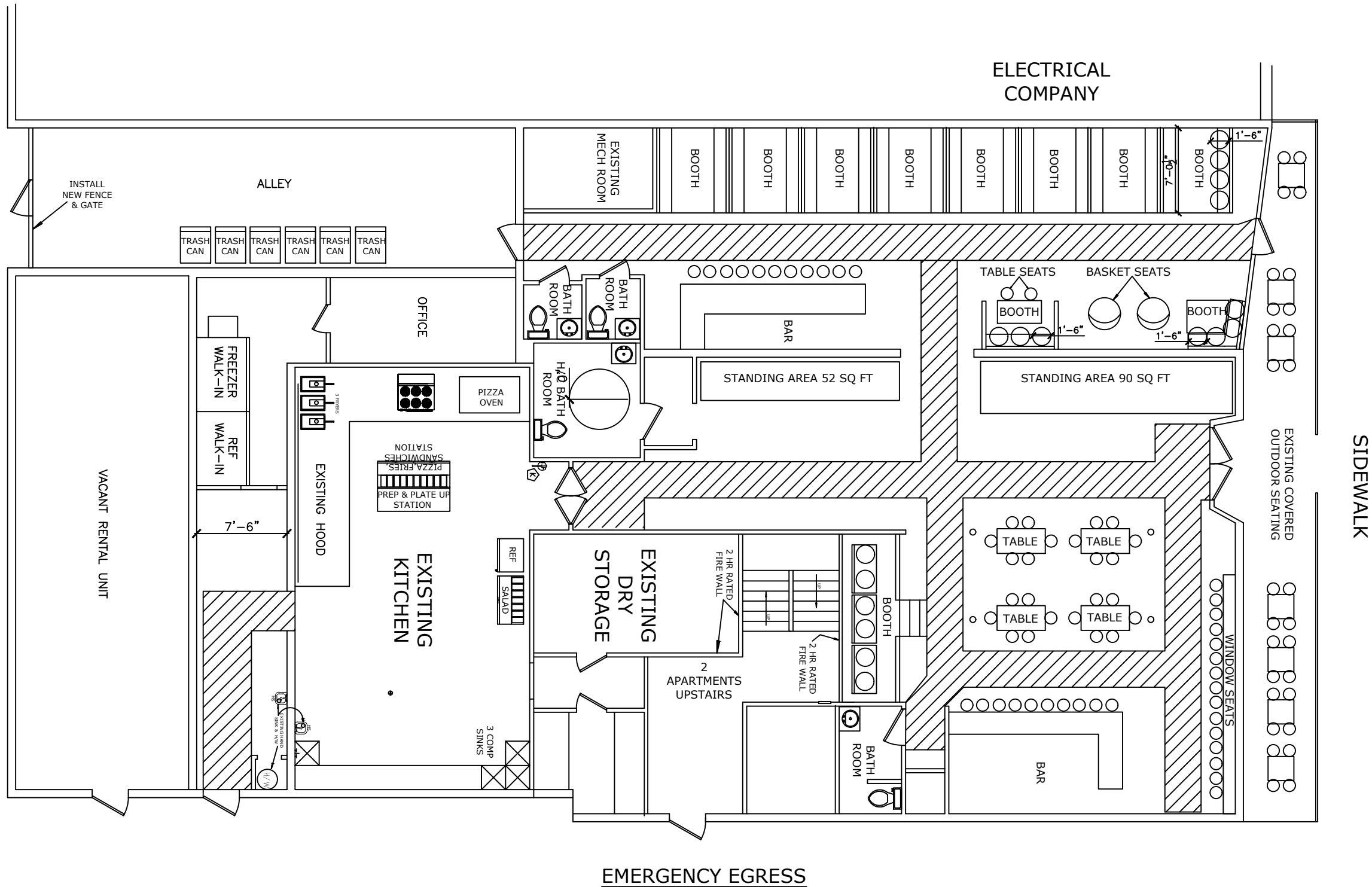
PROJECT:
4024 GRANBY ST
NORFOLK, VA 23504



CONTACT PERSON:
PAUL VAN AUKEN
CLASS "A"
2705 143505
PHONE: 757-739-0112

REVISED DATE:
12/6/2021

A-3



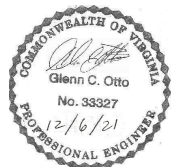
DRAWINGS BY:
VAN AUKEN
DESIGN & BUILD
DESIGN DIVISION

VAN AUKEN DESIGN & BUILD

531 TERRACE AVE.
VIRGINIA BEACH, VIRGINIA 23451

**A STRUCTURAL
ENGINEER CO.**
GLENN C. OTTO P.E.
757-477-2319
ggator1256@gmail.com
www.astructuralengineer.websit

PROJECT:
4024 GRANBY ST
NORFOLK, VA 23504



CONTACT PERSON:
PAUL VAN AUKEN
CLASS "A"
2705 143505
PHONE: 757-739-0112

DATE:
11/04/2021

A Structural Engineer Co.
VIRGINIA BEACH, VA
(757) 477-2319

EG-2



Search mail

Compose

Inbox

10

Starred

Snoozed

Sent

Drafts

1

More

Meet

New meeting

Join a meeting

Hangouts

Can

+

No recent chats

[Start a new one](#)

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Pollock, Susan" <susan.pollock@norfolk.gov>

Date: 11/29/21 2:22 PM (GMT-05:00)

To: MJ Tavern <mjtavern@yahoo.com>

Subject: RE: Old Charlies

Thanks John.

Happy Holidays!

From: MJ Tavern <mjtavern@yahoo.com>

Sent: Monday, November 29, 2021 2:03 PM

To: Pollock, Susan <susan.pollock@norfolk.gov>; President@cprv Net

Subject: Re: Old Charlies

*** This is an EXTERNAL email. Please exercise caution. ***

the business association is ok with the revised plan
patience and hep in this matter.

John



Reply

Forward

Attachment: Application (Conditional Use Permit - Catch By the River)



Can Anderson <catchbytheriver@gmail.com>

Catch by the River

1 message

Michael Langston <mlang014@gmail.com>

Mon, Nov 29, 2021 at 12:59 PM

To: catchbytheriver@gmail.com

Sharell,

Thank you for presenting to the Colonial Place/Riverview Civic League on October 11th. We will be reviewing the Conditional Use Permit application before having a final vote of our membership to support or oppose your application at our monthly meeting for December to be held on the 13th. I will update you on that result as soon as possible.

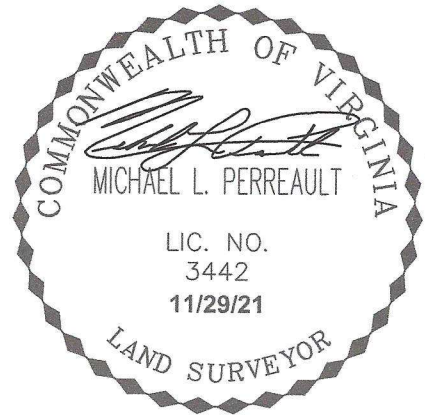
Have a great day!

Michael Langston
President
Colonial Place/Riverview Civic League

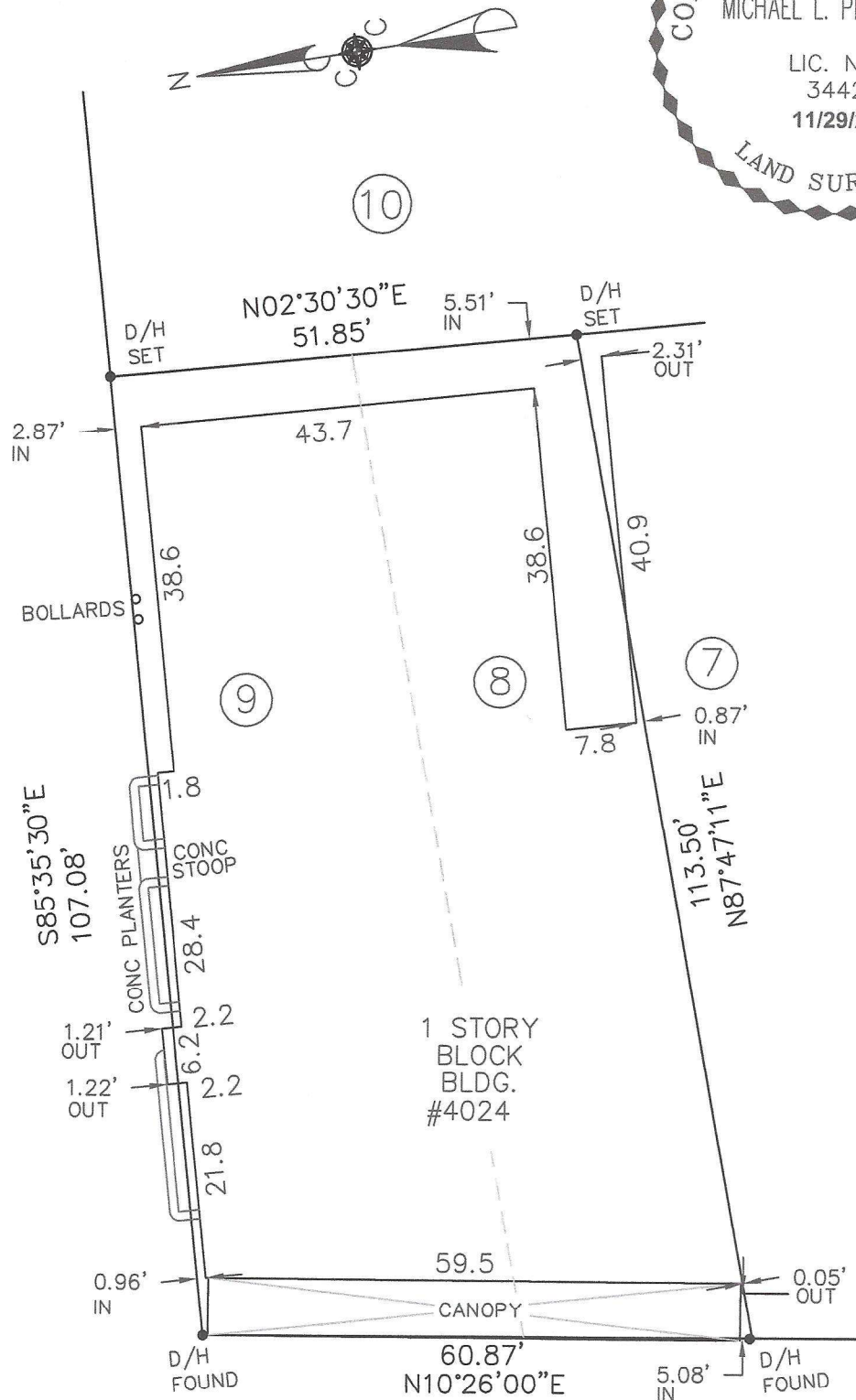
Attachment: Application (Conditional Use Permit - Catch By the River)

THIS IS TO CERTIFY THAT I ON NOVEMBER 29, 2021 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT.

NOTE: NO BEARINGS ON PLAT, BEARINGS ARE ASSUMED.



41ST ST.



GRANBY ST.



4024 Granby st Norfolk ,VA 23504

To whom it may concern Catch by the River located at 4024 Granby st. norfolk va. 23504 will be a seafood based restaurant with hours of operation 11am closing at 2am Monday-Sunday. We will be offering different happy hour specials as well as specials for seniors and members of the neighborhood. We will be staffing around 20 employees. We will also be working towards being a great asset to the Riverview neighborhood.

Williams, Sherri

From: Candice Anderson <catchbytheriver@gmail.com>
Sent: Wednesday, January 19, 2022 3:23 PM
To: Pollock, Susan
Cc: Paul Van Auken
Subject: Catch by the River

*** This is an EXTERNAL email. Please exercise caution. ***

Good afternoon just wanted to make you aware that I'm applying to stay open from 11am-2am without entertainment and will understand if you wanted those hours to be graduated (meaning we start off at 12am then in 6months we automatically graduate to 1am then in another 6months we graduate to 2am)

Attachment: Revised Hours of Operation request from applicant (Conditional Use Permit - Catch By the River)

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into 11/29/2021, by and between Catch by the River , whose address is 4024 Granby St Norfolk VA 23504, (hereinafter referred to as "Tenant"), and The Herman Corp of Virginia , whose address is 4016 Granby st norfolk va 235004, (hereinafter referred to as "Landlord").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property of the Parking Lot for Parking spaces

ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on [11/29/2026].

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased remised, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be 250.00 Dollars , plus applicable sales tax per month.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be 3000.00 Dollars , on the first day of each and every calendar month during the term hereof, and pro rata for the fractional portion of any month, except that on the first day of the

calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

A late fee in the amount of 10% shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

ARTICLE V - SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of 250 Dollars as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

ARTICLE VI - TAXES

Section 1. Personal Property Taxes. The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. During the continuance of this lease Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than twenty-one (21) days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.

Section 3. Contest of Taxes. The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.

Section 4. Payment of Ordinary Assessments. The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than twenty-one (21) days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.

Section 5. Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by TENANT. Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits,

licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to the Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Section 2. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first twelve (12) months of the term hereof.

Section 2. TENANT'S Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 1 and 3 of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense.

All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which

approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section 2 of this Article VII or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

Section 4. TENANT'S Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX - TENANT'S COVENANTS

Section 1. TENANT's Covenants. Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE X - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant exclusively as a Parking lot to be known as a Parking lot .

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

ARTICLE XII - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE XIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

- a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;

- b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
- c. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

ARTICLE XIV - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements

so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article XIII within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE XV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of this Article XV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of

Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

ARTICLE XVI - DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or
- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or
- d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
 - I. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such

notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the

Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured.

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of

any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. TENANT'S Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through

arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

ARTICLE XVII - TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

- a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and
- b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XIII, XIV or XV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord .

Section 3. Zoning and Good Title. Landlord warrants and represents, upon

which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within thirty (30) days after written request therefor by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof

without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same

or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. TENANT'S Right to cure LANDLORD'S Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XIX - PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XX - MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to fifty (50%) percent of the difference between the amount of rental to be charged by Tenant to Tenant's sublessee or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the sublessee or assignee to the Tenant, and/or fifty (50%) percent of the consideration paid or to be paid to Tenant by Tenant's sublessee or assignee. Landlord must consent in writing to any such sublessee or assignee, although such consent shall not be unreasonably withheld. The use of the Leased Premises by such assignee or sublessee shall be expressly limited by and to the provisions of this lease.

Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any

time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of

Landlord and Tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Virginia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Norfolk City, State of Virginia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 9. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

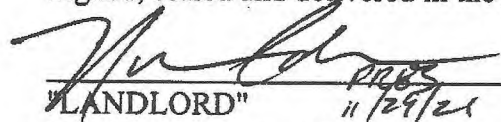

Section 10. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 11. Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information

contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

 "LANDLORD" The Herman Corp of Virginia 4016 Granby St Norfolk, VA 23504 Norman Cohen	 "TENANT" Catch by the River 4024 Granby St Norfolk, VA 23504 Candice Anderson
---	---

 Witness

 Witness

STATE OF Virginia
 CITY OF Norfolk

Attachment: Parking lease (Conditional Use Permit - Catch By the River)

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property, together with all improvements thereon: Parking lot for 7 Parking spaces

Initials:
LANDLORD
TENANT


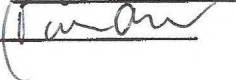



EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS
Plan on using spaces for parking for Catch by the River Restaurant

Initials:

LANDLORD

TENANT

AVC
param

Attachment: Parking lease (Conditional Use Permit - Catch By the River)

Troyer, Dean A & Margaret A
124 E 40th St
Norfolk VA 23504-1006

Dorax, Llc
4117 Granby St
Norfolk VA 23504-1116

Mjb Llc
4122 Granby St
Norfolk VA 23504-1108

Martorell, Gabriela
4017 Columbus Ave
Norfolk VA 23504-1024

Backus Estate, Llc
1255 Princess Anne Rd
Virginia Beach VA 23457-1590

Brock, Ronald T Et Als
1255 Princess Anne Rd
Virginia Beach VA 23457-1590

Wong, Sun T Et Als
4020 Church Point Rd
Virginia Beach VA 23455

Graffius, Jonathan Matthew Et Al
4001 Columbus Ave
Norfolk VA 23504-1024

Im, Do Sun
1307 Windsor Point Rd
Norfolk VA 23509-1311

Andrews & Etzell Inc
109 E 40th St
Norfolk VA 23504-1005

De Jong, Anne
905 Freers Ct
Chesapeake VA 23322-4260

Allen, Massimo R Et Al
4011 Columbus Ave
Norfolk VA 23504-1024

4024 Granby, Llc
4024 Granby St
Norfolk VA 23504-1106

Hanretty, John J Jr & Anne P
4119 Columbus Ave
Norfolk VA 23504-1026

Meredith Realty Ghent Prop Llc
Po Box 11265
Norfolk VA 23517-0265

Archer, Jacob William
114 E 40th St
Norfolk VA 23504-1006

Herman Corp Of Virginia
Po Box 9837
Norfolk VA 23505-0837

Herman Corp Of Virginia
Po Box 9837
Norfolk VA 23505-0837

4101 Granby Street Llc
1425 E Cary St
Richmond VA 23219

Harr, Russell L
4101 Columbus Ave
Norfolk VA 23504-1026

Precious 2, Llc
1006 Jamestown Cres
Norfolk VA 23508-1233

4019 Granby Holdings, Llc
4019 Granby St
Norfolk VA 23504-1105

Cone, Kevin Michael Et Al
116 E 41st St
Norfolk VA 23504-1012

Dodge, Ben H Et Al
108 E 41st Street
Norfolk VA 23504

Yang, Mohan Et Al
120 E 41st St
Norfolk VA 23504

Bergdoll, James R Jr & Gladys I
480 42nd St Apt B
Oakland CA 94609-2588

Monument Development Nineteen Llc
1425 E Cary St
Richmond VA 23219

Monument Development Nineteen Llc
1425 E Cary St
Richmond VA 23219

Attachment: Catch by the River Mailing_list (Conditional Use Permit - Catch By the River)

Williams, Sherri

From: Williams, Sherri
 Sent: Wednesday, December 15, 2021 12:58 PM
 To: Goldin, Jamie; Doyle, Courtney; McClellan, Andria; President@cprv.net
 Cc: Pollock, Susan
 Subject: New Planning Commission Items-4024 Granby Street
 Attachments: Application.pdf

Attached please find the following information tentatively scheduled to be heard at the January 27, 2022 Planning Commission public hearing:

CATCH BY THE RIVER, for a Conditional Use Permit at 4024 Granby Street to operate a restaurant with Extended Hours of Operation.

The purpose of this request is to allow the existing restaurant to operate until 2:00 a.m.

Staff contact: Susan Pollock at (757) 664-4765, susan.pollock@norfolk.gov

Thank You

Sherri Williams
 City Planner I – City Clerk



Planning Department
 810 Union Street | Suite 508
 Norfolk, VA 23510
 (757) 664-6771 office | (757) 618-5720 cell

Connect with us:

www.norfolk.gov



Attachment: Email to the Civic League from Civic League (Conditional Use Permit - Catch By the River)

Williams, Sherri

From: Michael Langston <mlang014@gmail.com>
Sent: Monday, December 13, 2021 6:50 PM
To: Pollock, Susan
Subject: Catch by the River

*** This is an EXTERNAL email. Please exercise caution. ***

Susan,

Good evening! The Colonial Place/Riverview Civic League members have voted in opposition of Catch by the River's receiving a Conditional Use Permit.

Michael Langston
President
Colonial Place/Riverview Civic League

Attachment: Email of opposition from CPRV Civic League (Conditional Use Permit - Catch By the River)

Williams, Sherri

From: CP - Planning
Sent: Wednesday, January 19, 2022 9:38 AM
To: Pollock, Susan
Subject: FW: Concerns for Catch By The River CUP

From: Michael Langston <mlang014@gmail.com>
Sent: Tuesday, January 18, 2022 7:22 PM
To: City Council <ccouncil@norfolk.gov>; CP - Planning <planning@norfolk.gov>
Cc: <board@cprv.net> <board@cprv.net>
Subject: Concerns for Catch By The River CUP

*** This is an EXTERNAL email. Please exercise caution. ***

The Colonial Place/Riverview Civic League has voted in opposition of Catch By The River receiving a Conditional Use Permit to stay open until 2am. We have done so based on the following reasons:

- The building's rear abuts an apartment building and residential area. Noise was already an issue with previous businesses who operated at this location with earlier business hours.
- This building doesn't have an appropriate amount of parking. Customers will end up parking in the neighborhood and causing even more noise issues. This would also result in a lack of parking for Riverview residents.
- The business owner has a history of not deploying the appropriate level of internal controls to operate a business safely in the early morning hours.
- The business owner has already displayed a lack of concern for city policies, leading to a stop-work order being placed on this business and a shut-down of his previous business due to failure to follow Covid policies.
- Our neighborhood is already short on police presence. Adding a potential late-night business would stress that lack of resources even further.

The Colonial Place/Riverview Civic League supports small business as we have not been opposed to any conditional use permits in my 6 years on the board and we work hand-in-hand with the Riverview Business Association whenever they ask for our help. This is a first for us.

We ask the city leaders to take our concerns seriously as Riverview is a residential neighborhood and we don't think having a late night business in this location is appropriate.

Michael Langston
 President
 Colonial Place/Riverview Civic League

Attachment: More detailed letter of opposition from CPRV (Conditional Use Permit - Catch By the River)

Markowski, Kimberly K.

From: MJ Tavern <mjtavern@yahoo.com>
Sent: Monday, November 29, 2021 2:03 PM
To: Pollock, Susan; President@cprv Net
Subject: Re: Old Charlies

*** This is an EXTERNAL email. Please exercise caution. ***

the business association is ok with the revised plans which do not include an entertainment license. we are fine with it being a restaurant that sells adult beverages. thanks for your patience and hep in this matter.

John Childers MJ's Tavern 4019 Granby St Norfolk Va 23504 757-648-8942

On Wednesday, November 10, 2021, 02:51:13 PM EST, Pollock, Susan <susan.pollock@norfolk.gov> wrote:

Remember, the applicant cannot submit an application until he's met with the Civic League. Therefor it made sense that he didn't have it when he met with both of you. If you still have questions for the applicant, please reach out to him and make him aware.

From: Michael Langston <mlang014@gmail.com>
Sent: Wednesday, November 10, 2021 2:45 PM
To: Pollock, Susan <susan.pollock@norfolk.gov>
Cc: MJ Tavern <mjtavern@yahoo.com>
Subject: Re: Old Charlies

*** This is an EXTERNAL email. Please exercise caution. ***

The CPRV Civic League prefers to hold our votes after we see the application. Our next meeting is Dec. 13th.

Is the application available?

Attachment: Ltr of opposition from RBA [Revision 1] (Conditional Use Permit - Catch By the River)

Michael Langston

President

Colonial Place/Riverview Civic League

On Wed, Nov 10, 2021 at 10:52 AM Pollock, Susan <susan.pollock@norfolk.gov> wrote:

Gentlemen,

Will we be getting a letter from either of your groups on this application?

Just an fyi, the applicant is thinking about staying open until 2:00 and not having entertainment as I have told him planning would not support a nightclub byt this applicant due to his prior history.

From: Michael Langston <mlang014@gmail.com>
Sent: Tuesday, October 12, 2021 2:13 PM
To: Pollock, Susan <susan.pollock@norfolk.gov>
Cc: MJ Tavern <mjtavern@yahoo.com>
Subject: Re: Old Charlies

*** This is an EXTERNAL email. Please exercise caution. ***

Susan,

Thank you for supplying this information. I completely understand the purpose of requiring a CUP application and why the city would be reticent in approving a future one for one of his businesses given the past transgressions. I have CC'ed John Childers, RVBA president, on this email so he can share this information with his group. I will forward to our board as well.

Thanks again. And I appreciate anything else you can supply for our civic leagues review of the business.

-Michael Langston

On Tue, Oct 12, 2021 at 1:56 PM Pollock, Susan <susan.pollock@norfolk.gov> wrote:

Attachment: Ltr of opposition from RBA [Revision 1] (Conditional Use Permit - Catch By the River)

Mr. Langston,

I can.

Mr. Sherrel was operating the Living Room nightclub without the required Conditional Use Permit at [700 N. Military Highway](#).

In 2019 a CUP was granted to a Mr. Copeland, and when the problems at the establishment continued, our Police and Fire Marshal notified us that the owners/operators of the establishment had changed and indicated Mr. Sherrel was the new owner/operator. A change in ownership or management requires a new Conditional Use Permit. I met with Mr. Sherrel and informed him he needed a CUP, but he never applied.

After the original CUP was granted, the City purchased a good portion of Military Circle Mall including this site. Due to the ongoing violence and related issues and failure of Mr. Sherrel to make any efforts at obtaining a new CUP, the lease was terminated with the City. They countersued, but the City prevailed.

I have asked the police to send me the reports on the subject property. I'd be happy to share those with you when I receive them.

One of the reasons we require a new CUP upon a change in ownership or management is that the Police, Fire Marshal and Planning find that the quality of an establishment is only as good as the owner/management. We like to track 'bad' owners and managers to make sure they don't reopen at a different location after we have closed down a problem establishment they've operated somewhere else.

From: Michael Langston <mlang014@gmail.com>

Sent: Tuesday, October 12, 2021 1:31 PM

To: Pollock, Susan <susan.pollock@norfolk.gov>

Cc: president@cprv.net

Subject: Re: Old Charlies

*** This is an EXTERNAL email. Please exercise caution. ***

He did address the civic league. He talked very briefly about it. Said it was in a rough area and dealt with the crime of the surrounding area.

Attachment: Ltr of opposition from RBA [Revision 1] (Conditional Use Permit - Catch By the River)

I haven't been able to find much about that business. But was told it had a lot of issues. Can you share more info on that with me?

-Michael Langston

On Tue, Oct 12, 2021 at 1:20 PM Pollock, Susan <susan.pollock@norfolk.gov> wrote:

Mr. Langston,

I understand Mr. Sherrel came to your civic league last night to present the use of the old Charlies at [4204 Granby Street](#) as a nightclub.

Did he have the opportunity to share information about his prior operation of the Living Room at N. Military Highway?

Susan Pollock

Manager, Current Planning

Web www.norfolk.gov/planning

Susan.pollock@norfolk.gov

Department of City Planning

[810 Union Street, Norfolk, VA 23510](#)

Attachment: Ltr of opposition from RBA [Revision 1] (Conditional Use Permit - Catch By the River)

Living Room

Norfolk Police Department (NPD) Calls For Service (CFS)

- **10/6/19 @ 0113 hours – Disorderly Disturbance** [Caller requested officer respond because the previous night there was an issue with Bloods v. Crips Gangs]
- **11/3/19 @ 2135 hours – Suspicious Situation** [Caller alleged someone tried to stab him]
- **11/4/19 @ 0117 hours – Person with a Weapon** [Commotion heard in the background of call]
 - **2nd caller @ 0119 hours – Person with a Weapon** [40-50 people outside; guns]
- **11/10/19 @ 2100 hours – Suspicious Situation** [Over capacity; caller said no room to move]
- **12/9/19 @ 0142 hours – Assault in Progress** [Active fight]
- **12/16/19 @ 0115 hours – Person with a Weapon** [Subjects armed with an AK & pepper spray; shooting heard outside; small fight in the parking lot]
- **12/23/19 @ 0141 hours – Shots Fired** [Male discharged a firearm in the air]
- **1/27/20 @ 0145 hours – Suspicious Situation**
- **2/27/20 @ 0140 hours – EMS Assist** [Caller said, “My homeboy’s leg broke”]
- **3/14/20 @ 0232 hours – Suspicious Situation** [People fighting with guns]
 - **2nd caller @ 0255 hours – [Victim of fight]**
- **3/15/20 @ 0013 hours – Gunshot Disturbance** [Gunshots heard in the parking lot]
- **3/16/20 @ 0110 hours – Crowd** [Caller charged \$50 to get in and couldn’t move once inside the club]
- **5/15/20 @ 2049 hours – Assault in Progress** [4-5 people fighting; club is over-capacity]
- **5/23/20 @ 2123 hours – Executive Order Violation** [Too many people inside the location]
- **6/7/20 @ 2342 hours – Executive Order Violation** [Fire Marshall responded to the location]
- **6/15/20 @ 0118 hours – Crowd** [Large crowd and someone was hit in the head with a bottle]
- **6/21/20 @ 2352 hours – Disorderly Disturbance** [Large number of people; no social distancing or wearing masks]
- **6/29/20 @ 0019 hours – Disorderly Disturbance** [People arguing, and someone pulled a gun; shots fired]
- **9/19/20 @ 0115 hours – Disorderly Disturbance** [Caller said over 1000 people in the club; can’t get out of the parking lot to leave; fight inside of location; people with guns]
- **9/21/20 @ 0126 hours – Disorderly Disturbance** [10 people outside littering and refusing to leave]
- **10/1/20 @ 0036 hours – Assault in Progress** [People fighting; heard multiple gunshots]
- **10/4/20 @ 2106 hours – Disorderly Disturbance** [Person detained by NPD]
- **10/5/20 @ 0058 hours – Criminal Enforcement** [Report of assault occurred at the location; small group went to Wawa]
- **10/22/20 @ 0136 hours – Criminal Enforcement initiated by NPD**
- **10/23/20 @ 2245 hours – Criminal Enforcement initiated by NPD**
- **10/26/20 @ 0143 hours – Shots Fired** [Multiple shots coming from the location and different guns heard; a lot of people in the parking lot; vehicle struck by bullet]
- **11/9/20 @ 0129 hours – Criminal Enforcement initiated by NPD**
- **11/15/20 @ 2306 hours – Crowd** [Owner, Sharell Anderson, requested NPD assistance due to large crowd]

Safe and Healthy Neighborhood Interdepartmental Work Group
Case Submittal Form

Address/Location of concern: 700 N. Military Highway [Living Room]

Submitting Individual: Lieutenant Aprell Copeland

Submitting Department: Norfolk Police Department

Complaint identified by: Norfolk Police Department

City Council: N/A

Civic League: N/A

Description of concern:

- Multiple Calls For Service (CFS)
 - (Person with a Weapon, Shots Fired, Gunshot Disturbance, Assault in-Progress, etc.)
- Compliance with CUP; (Current business owners are not listed on the current CUP)
- Executive Order Compliance

History of Concern: Violence and Gun-related incidents during business operation and overcrowding

Calls for Service: 23

- Too many to lists, but will provide upon request
- Incidents occurred between October 6, 2019 – October 1, 2020

Code Violations:

- Over capacity while in operation
- Food Permit Suspension on July 18, 2020

Departments that you feel will best be suited to assist:

- Planning
- Virginia ABC
- Virginia Health Department
- Norfolk Fire Marshall
- City Attorney
- Neighborhood Quality

Outcome expectations:

- To schedule a collaborative inspection
- Overall compliance to Conditional Use Permit for legal operation

Williams, Sherri

From: Copeland, Aprell M
Sent: Tuesday, November 17, 2020 3:36 AM
To: Pollock, Susan; Sharp, Jeremy; Kirk, Kelly; Migneault, Michael; Rose, Michael L; Grefe, Norman; Johnson, Sherry; Taylor, Katherine; Coston, Quincy
Cc: McBride, Wayne
Subject: Living Room - Related Incident

Good morning All,

To keep you all informed, I received information from Virginia State Police (VSP) yesterday about a shooting incident (which turned into a homicide) that occurred on the interstate within Norfolk city limits.

At 11:06pm, Mr. Sharell Anderson, (business manager and husband to Candice Anderson) called NPD for assistance at the Living Room due to a large crowd during their closing. Per the message, Mr. Anderson advises that he didn't want any issues. Five NPD units responded to the location due to some of the patrons refusal to leave the premises.

At 12:42am, the victim of the homicide was dropped off at Sentara Norfolk General Hospital by an acquaintance. The driver/acquaintance later advised police that after leaving the Living Room and once on the interstate, the shooting occurred between the victim and the other patron from the club.

Graciously Serving,

Lieutenant A. Copeland



Police Department | **RED Sector, First Patrol Division**

3661 E. Virginia Beach Blvd., Norfolk, VA 23502

757-664-7232 Office | **757-354-5851 Cell**

www.norfolk.gov



Attachment: Police report shooting incident (Conditional Use Permit - Catch By the River)